



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCS.D.COM

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 6:00 PM on Tuesday, July 10, 2018. The Meeting will be held at the **District Office Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.** The Agenda is as follows:

A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

B. PUBLIC COMMENTS:

1. Opportunity for members of the public to address the Board on matters under the purview of the District and which are not on the agenda. (Time limit 3 minutes per speaker)

C. CONSENT CALENDAR:

1. Approve the Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report –June 2018
3. Minutes
 - a. June 12, 2018 Regular Board Meeting
 - b. June 14, 2018 Special Board Meeting

4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	15090-01	\$49.54	\$123.65	\$173.19
b.	17300-08	\$31.94	\$82.44	\$114.38
c.	17700-10	\$53.94	\$133.96	\$187.90

D. OPERATIONS AND MAINTENANCE REPORT

E. ACTION CALENDAR

1. Loan Agreement for Smart Meter Deployment (CI 401)

Recommendation:

- 1) Approve Loan Agreement with California Special Districts Association (CSDA) Financing Corporation in the amount of \$700,000.
- 2) Authorize General Manager and District Counsel to negotiate revisions on with CSDA Financing Corporation where possible.

2. Smart Meter Reading and Leak Relief Policy Workshop

Recommendation:

- 1) Review proposed policy and provide feedback on policy terms.

3. Resolution NO. 18-03

Recommendation:

- 1) Approve Resolution No. 18-03: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT TO TAX DEFER CALPERS MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2)

4. Bad Debt Write-Off

Recommendation:

- 1) Approve Bad Debt Write Off from FY 2016/2017 to be written off in FY 2017/2018

5. Social Media Policy Discussion

Recommendation:

- 1) Receive and file Social Media Policy
- 2) Provide feedback to staff regarding District's use of Social Media

6. Agreement for Auctioneering Services

Recommendation:

- 1) Consider and approve agreement for Auctioneering Services

7. Resolution for Reserve Policy

Recommendation:

- 1) Review and adopt Resolution for Financial Reserve Policy

F. INFORMATION CALENDAR

1. Filing Deadlines for Board Candidates
2. PHWA Agenda Review
3. Report from Board Members of any meeting or conference where compensation from the District for attendance was received

G. BOARD MEMBER COMMENTS

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, July 5, 2018 by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

- Hollywood Beach School, 4000 Sunset
- Corner Store, 2425 Roosevelt Blvd.
- District Office, 353 Santa Monica Drive

Agendas are also posted on the District's website at www.cibcsd.com.



Akbar Alikhan
General Manager

REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

Channel Islands Beach 2013

7/5/2018 2:25 PM

Register: 1002 · Checking Pacific Western

From 06/01/2018 through 06/30/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/05/2018		QuickBooks Payroll ...	-split-	Adjusted for vo...	20,467.11			739,411.93
06/05/2018		QuickBooks Payroll ...	-split-	Created by Pay...	2,219.24			737,192.69
06/06/2018	DEP	DEPOSIT	7400 - Gain/Loss on A...	Sale of old bac...			8,500.00	745,692.69
06/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/6			2,416.57	748,109.26
06/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/4			7,121.70	755,230.96
06/06/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 6/4			300.00	755,530.96
06/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/5			6,372.58	761,903.54
06/06/2018	DEP	DEPOSIT	8000 - Suspense	Sale money for...			8,500.00	770,403.54
06/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/5			2,069.76	772,473.30
06/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/1			1,468.25	773,941.55
06/06/2018		E.D. Brock	-split-	VOID: Direct ...		X		773,941.55
06/06/2018	To Print	Akbar Alikhan	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	Carol J Dillon	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	Casey D Johnson	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	Erika F Davis	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	Keila E Wilson	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	Mark A Espinosa	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	Peter A. Martinez	-split-	Direct Deposit		X		773,941.55
06/06/2018	To Print	E.D. Brock	-split-	Direct Deposit		X		773,941.55
06/08/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/7			434.12	774,375.67
06/08/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/8			6,901.31	781,276.98
06/08/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/7			8,871.21	790,148.19
06/08/2018	5044	ACWA/JPIA Health ...	2000 - Accounts Payable		657.17			789,491.02
06/08/2018	5045	Aflac	2000 - Accounts Payable		235.70			789,255.32
06/08/2018	5046	CIBCS-D-Petty Cash	2000 - Accounts Payable		236.54			789,018.78
06/08/2018	5047	Document Systems, I...	2000 - Accounts Payable	Office HP	67.97			788,950.81
06/08/2018	5048	Elecsys Corporation	2000 - Accounts Payable		223.50			788,727.31
06/08/2018	5049	Famcon Pipe and Su...	2000 - Accounts Payable		1,600.17			787,127.14
06/08/2018	5050	FGL Environmental I...	2000 - Accounts Payable		391.00			786,736.14
06/08/2018	5051	Frontier	2000 - Accounts Payable		201.78			786,534.36
06/08/2018	5052	Peter Martinez	2000 - Accounts Payable	Education	4,000.00			782,534.36
06/08/2018	5053	Spectrum	2000 - Accounts Payable	cable	44.64			782,489.72
06/08/2018	5054	Underground Service...	2000 - Accounts Payable		18.25			782,471.47
06/08/2018	5055	Mission Linen & Uni...	2000 - Accounts Payable		182.40			782,289.07
06/08/2018	5056	Streamline	2000 - Accounts Payable		200.00			782,089.07
06/08/2018	5057	Anacapa Canvas	2000 - Accounts Payable	Final for Backh...	875.00			781,214.07
06/08/2018	5058	Arco	2000 - Accounts Payable		777.91			780,436.16
06/11/2018	RETCK	Returned Item	1200 - Accounts Recei...	Brown	122.63			780,313.53
06/12/2018	5059	Anacapa Canvas	2000 - Accounts Payable	last pymt for ca...	150.00			780,163.53
06/12/2018	5060	AWA	2000 - Accounts Payable	Breakfast - Jun...	25.00			780,138.53

Channel Islands Beach 2013

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From 06/01/2018 through 06/30/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/12/2018	5061	Frontier-Office	2000 - Accounts Payable		96.87			780,041.66
06/12/2018	5062	ImageSource	2000 - Accounts Payable		129.31			779,912.35
06/12/2018	5063	KEH & Associates, I...	2000 - Accounts Payable		12,941.25			766,971.10
06/12/2018	5064	Pacific Couriers	2000 - Accounts Payable		205.70			766,765.40
06/12/2018	5065	Pitney Bowes Inc.	2000 - Accounts Payable		144.16			766,621.24
06/12/2018	5066	Soares, Sandall, Bern...	2000 - Accounts Payable		650.00			765,971.24
06/12/2018	5067	Ventura County Star	2000 - Accounts Payable	Legal Notices/...	393.24			765,578.00
06/12/2018	5068	Xerox Financial Serv...	2000 - Accounts Payable	xerox lease	260.91			765,317.09
06/13/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 6/11			300.00	765,617.09
06/13/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 6/13			150.00	765,767.09
06/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	dep 6/13			22.47	765,789.56
06/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/12			6,829.99	772,619.55
06/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/13			1,178.19	773,797.74
06/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/11			9,204.89	783,002.63
06/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/12			14,107.66	797,110.29
06/15/2018	DEP	DEPOSIT	6 - Administrative Exp...	Reimburse			20.00	797,130.29
06/15/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/14			430.00	797,560.29
06/15/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/14			21,332.03	818,892.32
06/15/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/15			5,846.74	824,739.06
06/15/2018	ACH	CalPers	-split-		8,629.30			816,109.76
06/19/2018		QuickBooks Payroll ...	-split-	Created by Pay...	22,194.68			793,915.08
06/20/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 6/13			150.00	794,065.08
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/15			14,218.99	808,284.07
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/19			9,159.40	817,443.47
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/19			7,024.56	824,468.03
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/19			1,365.01	825,833.04
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/18			2,008.24	827,841.28
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/19			15,130.00	842,971.28
06/20/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/20			7,492.96	850,464.24
06/20/2018	To Print	Akbar Alikhan	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	Carol J Dillon	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	Casey D Johnson	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	E.D. Brock	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	Erika F Davis	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	Keila E Wilson	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	Mark A Espinosa	-split-	Direct Deposit		X		850,464.24
06/20/2018	To Print	Peter A. Martinez	-split-	Direct Deposit		X		850,464.24
06/22/2018	5069	ags	2000 - Accounts Payable	Las Palmas soil...	420.00			850,044.24
06/22/2018	5070	Architects Orange, L...	2000 - Accounts Payable	Site Planning	1,120.00			848,924.24
06/22/2018	5071	AT & T	2000 - Accounts Payable		674.48			848,249.76

Channel Islands Beach 2013

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Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/22/2018	5072	AWA	2000 - Accounts Payable	Ed. lunch Pete, ...	140.00			848,109.76
06/22/2018	5073	Badger Meter	2000 - Accounts Payable		30.00			848,079.76
06/22/2018	5074	Detection Instrument...	2000 - Accounts Payable	4 week Rental	2,978.44			845,101.32
06/22/2018	5075	Dial Security	2000 - Accounts Payable		180.00			844,921.32
06/22/2018	5076	FedEX	2000 - Accounts Payable		23.19			844,898.13
06/22/2018	5077	Frontier	2000 - Accounts Payable		483.81			844,414.32
06/22/2018	5078	MARY E. SCHROE...	2000 - Accounts Payable	CUSTOMER ...	84.52			844,329.80
06/22/2018	5079	MONICA / ROBER...	2000 - Accounts Payable	CUSTOMER ...	19.67			844,310.13
06/22/2018	5080	Office Depot	2000 - Accounts Payable		275.58			844,034.55
06/22/2018	5081	Oilfield Electric Motor	2000 - Accounts Payable	Motor Repair	1,766.08			842,268.47
06/22/2018	5082	PHWA	2000 - Accounts Payable		57,629.60			784,638.87
06/22/2018	5083	Sam Hill & Sons, Inc.	2000 - Accounts Payable		2,667.50			781,971.37
06/22/2018	5084	So. California Edison...	2000 - Accounts Payable		1,145.27			780,826.10
06/22/2018	5085	Spectrum	2000 - Accounts Payable	Internet	124.98			780,701.12
06/22/2018	5086	Tampa Hardware 2	2000 - Accounts Payable		391.60			780,309.52
06/22/2018	5087	WILLIAM LEO YO...	2000 - Accounts Payable	CUSTOMER ...	49.97			780,259.55
06/22/2018	5089	City of Oxnard	2000 - Accounts Payable	1/1/18 through ...	215,340.96			564,918.59
06/22/2018	5090	Mobile Wrench	2000 - Accounts Payable		1,063.40			563,855.19
06/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/26			6,075.25	569,930.44
06/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/25			17,907.14	587,837.58
06/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/26			35.02	587,872.60
06/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/27			200.00	588,072.60
06/27/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 6/25			300.00	588,372.60
06/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/21			4,722.85	593,095.45
06/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 6/27			1,561.60	594,657.05
06/27/2018	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			106,004.33	700,661.38
06/30/2018	5116	Nationwide Retirement	2000 - Accounts Payable	pr. pd. 5/19/18 ...	1,825.03			698,836.35

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, June 12, 2018

A. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE:

President Spiegel called the meeting to order at 5:08 PM and led everyone in attendance in the Pledge of Allegiance. In attendance Vice President Brewer, Director Marcus, Director Nast, General Manager, Akbar Alikhan, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Office Manager, CJ Dillon and Deputy General Manager/ Operations Manager Pete Martinez.

President Spiegel moved to change the Agenda order and move the closed session item to beginning of the meeting at 5:08 pm.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

Director Koesterer abstained from item 3 and moved to approve items 1,2, and 4 on the Consent Calendar and Vice President Brewer seconded the motion. The motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

Director Marcus moved to approve item 3 on the Consent Calendar and Vice President Brewer seconded the motion. Director Koesterer abstained. The motion passed.

Spiegel, Brewer, Marcus, Nast 4 - Yes 0 - No

D. OPERATIONS AND MAINTENANCE REPORT

Deputy General Manager/ Operations Manager Pete Martinez showed a brief PowerPoint Presentation displaying the Operations and Maintenance Report. Deputy General Manager/ Operations Manager Pete Martinez announced that the Backhoe was sold for \$8,500.00 and District branded covers were purchased for the Heavy Equipment. The Water Valve Maintenance staff performed in anticipation of the Water Main Cleaning Project was explained. There was an update on the progress of the Water Main Cleaning Project, comments on the community outreach efforts and project schedule reminder. Deputy General Manager/ Operations Manager reported on the sewer system issues and maintenance. There was a short discussion after board members asked questions. The baseline atmospheric monitoring of Hydrogen Sulfide and the participation in a thirty-day baseline study was introduced.

E. ACTION CALENDAR

- 1. CLOSED SESSION: Public Employee Performance Evaluation –Title: General Manager; Pursuant to Government Code Section 54957(b)**

5:09 PM- General Counsel, John Mathews announced the Board was going into Closed Session pursuant to California Government Code Section 54957 (b)(1) to conduct General Manager Performance Evaluation

5:14 PM Director Koesterer joined the meeting.

5:58 PM- General Counsel, John Mathews, announced the Board concluded the Closed Session Item. There was no action to report at this time.

6:03 Regular Board Meeting called back to order.

2. Final Proposed Budget

General Manager Alikhan explained there were no changes to the Budget since the last presentation. He stated the new rates go into effect July 15th and the Budget goes into effect July 1st. Director Marcus made the motion to adopt the Final Proposed FY 2018-2019 Operating and Capital Budget. Vice President Brewer seconded the motion. Motion passed all in favor.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

3. Smart Meter Installation Bid/ Meter Negotiated Sale/ Lid Negotiated Sale

Using a PowerPoint presentation General Manager Alikhan explained the Smart Meter Installation Bid and selection process. Additionally, explanations of the meter and lid negotiated sale were presented. A discussion ensued where questions were asked and answered. Director Marcus made the motion to approve the purchase order and service agreement with National Meter for smart meters, approve the purchase order with Famcon Supply for meter box lids and authorize advertisement of bid for smart meter installation. Vice President Brewer seconded the motion. The motion was approved.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

4. Second Reading of Rate Ordinances / Retirement of Water Availability Charge

After the Second Reading of Rate Ordinances 89 and 90, President Spiegel made the motion to Adopt Ordinance 89 and Ordinance 90. Vice President Brewer seconded the motion. The motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

5. Sewer Station SCADA Improvements – CI 207

Deputy General Manager/ Operations Manager Pete Martinez explained the importance of the Sewer Station improvements. Deputy General Manager/ Operations Manager Pete Martinez showed the XIO Scada System details, benefits and costs with a PowerPoint Presentation. Director Marcus made the motion to approve the proposal from XiO, Inc and Dieners Electric at the six sewer stations. Vice President Brewer seconded the motion. The motion collectively passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

6. SB 1029 Debt Management Policy (Audit Requirement for Special Districts)

Office Manager CJ Dillon explained the law requirements of SB 1029 and the need for the Debt Management Policy to ensure the District follows the law. Director Koesterer moved to approve the proposed Channel Islands Beach Community Services District Municipal Debt Management Policy. Vice President Brewer seconded the motion. The motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

7. District Office and Yard Design Project Update

General Manager Alikhan asked the Board for feedback regarding the sale of the property. Board discussion ensued. Board agreed to continue with the sale of the property. Board requested a Special Meeting be scheduled on 6-14-18 at 9:00am to amend the District policy shortening the time 45-30 days.

No action taken.

F. INFORMATION CALENDAR

1. SAS114 Auditor Engagement Letter

Office Manager CJ Dillon explained this was a letter engaging the services of Teaman, Ramirez & Smith, Inc. The auditors will do an internal audit of the District July 2018 and a year-end audit in October 2018.

2. PHWA Agenda Review

General Manager Alikhan stated the first Agenda item is a standard Operation Report, the second item is a review of State Legislation and the third item is an update on Strategic Planning Exercise.

3. Report from Board Members of any meeting or conference where compensation from the District for attendance was received.

NONE

G. BOARD MEMBER COMMENTS

Vice President Brewer asked about the Baseline Testing. General Manager Alikhan said that it will be presented at the next meeting.

Director Marcus expressed her concern about the problems at the end of Ocean Drive and its effects on the constituents. Vice President Brewer said the Beat

officer for the City of Oxnard has been very helpful with situations like this. Vice President Brewer said she will put Director Marcus in contact with the Officer.

Director Nast said he wanted to announce that the Hollywood Beach Neighborhood watch is up and running. It may be helpful in this situation as well.

Director Brewer announced the Temporary Rental Unit meeting was taking place. She heard it primarily was focusing on the Ojai area. She would update the Board once she heard more.

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

General Counsel announced the hearing in Ojai tonight regarding the Temporary Rental Units.

General Counsel also wanted to make note of the article in the paper regarding a new program effecting the Agriculture community.

General Counsel also wanted to point out the article in the paper regarding the water diversion from Santa Clara River and United Water Conservation District's involvement.

General Manager announced that he will be attending the CSDA General Manager Summit from 6/24 to 6/26. Deputy General Manager/ Operations Manager Pete Martinez will be acting General Manager during his absence.

The Board Meeting adjourned at 8:03 PM.

Ellen Spiegel, President

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
SPECIAL BOARD MEETING, June 14, 2018

A. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE:

President Spiegel called the meeting to order at 9:08 AM and led everyone in attendance in the Pledge of Allegiance. In attendance, Vice President Brewer, Director Marcus, Director Nast, General Manager, Akbar Alikhan, Clerk of the Board, Erika Davis, and General Counsel, John Mathews.

President Koesterer was absent.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

President Spiegel moved to approve the Consent Calendar and Vice President Brewer seconded the motion. The motion passed.

Spiegel, Marcus, Brewer and Nast 4 - Yes 0 - No

D. ACTION CALENDAR

- 1. Annual Review of the District General Manager- The Board met in closed session on 6-12-18. Any discussion regarding compensation will occur in open session on 6-14-18.**

Board discussed compensation for the General Manager. President Spiegel made the motion to grant a 3.8% increase in addition to the contractual 3.0% CPI increase as stated in the Employee contract for a total 6.8% increase. Director Nast seconded the motion. The motion passed unanimously.

Spiegel, Marcus, Brewer and Nast 4 - Yes 0 - No

- 2. Revised District Policy and Procedure for the Sale of Surplus Real Property**

General Manager Alikhan stated at the 6-12-14 Regular Board Meeting the Board suggested shortening the surplus real property policy publication requirement from 45 days to 30 days. President Spiegel made the motion to approve to amend the District Policy shortening the surplus real property policy publication requirement from 45 days to 30 days and motioned to adopt the Revised District Policy and Procedure for the Sale of Surplus Real property. Vice President Brewer seconded the motion. The motion passed.

Spiegel, Marcus, Brewer and Nast 4 - Yes 0 - No

E. INFORMATION CALENDAR

NONE

F. BOARD MEMBER COMMENTS:

Director Marcus asked Vice President Brewer for updates on the Temporary Rental Units meeting that took place. Director Marcus commented that the Temporary Rental Units do affect the Beach communities.

Vice President Brewer stated that no action had been taken at the meeting.

Board Members commented that they would like action taken on adopting a Temporary Rental Unit Ordinance in the Beach community and would like a position letter sent to the County of Ventura on behalf of the Beach District.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel said that his understanding was that no action was taken at the Temporary Rental Units meeting in Ojai.

General Manager announced on June 19th at 11:30am the County Board of Supervisors meeting will include a presentation on the Channel Islands Harbor impacts on the local economy.

General Manager announced the AWA meeting will be on the 21st.

General Manager clarified with the Board that they would like to send a position letter to the County Supervisor stating that the Beach communities would like to move forward and adopt an Ordinance regarding temporary rental units.

The Board Meeting adjourned at 9:38 AM.

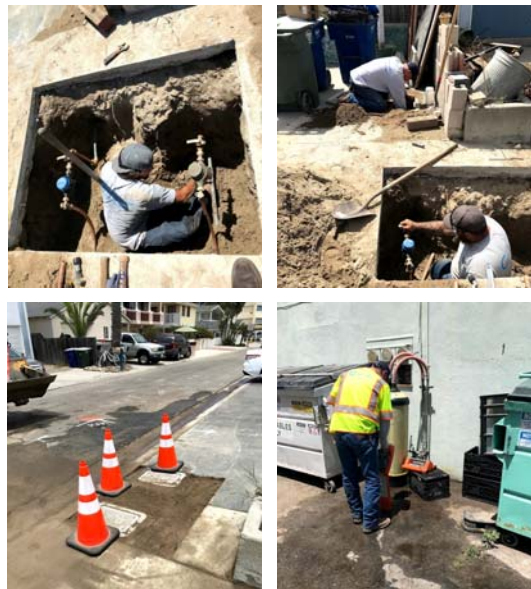
Ellen Spiegel, Vice President

Operations & Maintenance Report

July 10, 2018

Water Service Repairs

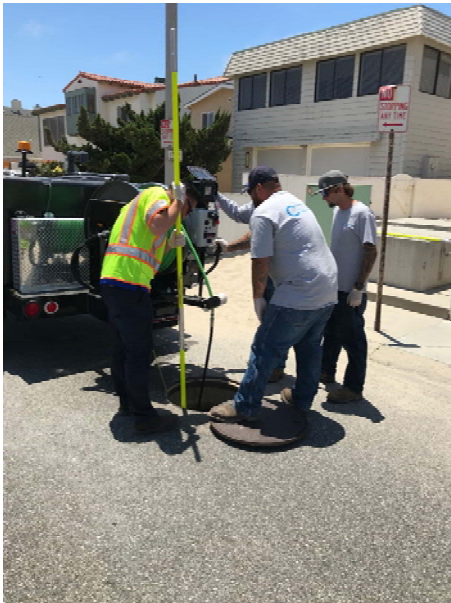
- 2405 Roosevelt Blvd
- 316 Hollywood Blvd
- 128 Pasadena Ave



Sewer Flow Meter Calibration



- Calibrated sewer flow meters at pump stations
 - A Station
 - B Station
- Ensures accurate wastewater flow measurement leaving the District



Sewer System Cleaning by District Staff

- Demonstration of sewer cleaning unit
- District staff cleaned a select few hot spot areas prior to the 4th of July

Vehicle and Equipment Maintenance

- Operations emergency generator
- Operations vehicle fleet
- CIBERT – emergency generator
- Valve exercising trailer



XiO SCADA System

- The XiO SCADA System is scheduled to be installed later this month at:
 - A Station
 - B Station
 - H Station
 - Hollywood Station
 - Los Robles Station
 - Panama Station
 - Hueneme Station (was installed in April)
- Once these installations are complete, all sewer stations will be outfitted with the cloud based XiO SCADA system



THE XiO CLOUD SCADA® SYSTEM



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Loan Agreement Smart Meter Deployment (CI 401)
Item No. E-1

RECOMMENDATION:

1. Approve Loan Agreement with California Special Districts Association (CSDA) Financing Corporation in the amount of \$700,000.
2. Authorize General Manager and District Counsel to negotiate revisions on with CSDA Financing Corporation where possible.

FINANCIAL IMPACT: Debt issuance of \$700,000 financed through a 10-year loan product. District will maintain compliance with all reserve policies and debt coverage ratios.

BACKGROUND:

At the June 12, 2018 meeting, the Board authorizes the purchase and installation of approximately 1,900 meters, cellular endpoints, and Fibrelyte composite meter box lids. The table below details the total project cost by component. Off the total project costs, \$700,000 is proposed to be financed through the CSDA Loan and the remaining \$200,000 is funded by cash reserves, as approved in the FY 2018 – 2019 Capital Improvement Plan.

Project Component	Cost
Meters and endpoints (+ tax)	\$685,000
Installation (estimated bid)	\$120,000
Lids (+ tax)	\$61,000
Contingency	\$34,000
Total	\$900,000

The loan product is for a 10-year term at 3.4% interest rate, resulting in an annual payment of \$84,000 per year. The loan can be paid off early, with a pre-payment penalty equal to 1% of the outstanding balance. The District may likely opt to pay the loan off early in 2022 when the PHWA Capacity debt is fully retired. The attached Loan Agreement specifies the annual debt service payments and the portion allocated to both principal and interest.

The request for installation services is currently out to bid. An agreement with the selected bidder will be presented to the Board at the August 14 Board Meeting.

Attachments:

1. Installment Sale Agreement
2. Acquisition Fund Agreement

ChadOCUMENTATION INSTRUCTIONS AND REFERENCE

The following documents represent the complete documentation package:

1. Installment Sale Agreement and Exhibits
2. Assignment of Installment Sale and Acknowledgment of Assignment
3. Acquisition Fund Agreement
4. Certificate of the District
5. Arbitrage and Tax Certificate
6. Incumbency and Signature Certificate
7. Certificate of Acceptance (executed upon final acceptance of Property)

All of the above documents shall be executed with original signatures on one-sided paper. The signatory should be the officer(s) referenced in the resolution.

In addition to the above documents, the following additional items are required:

Resolution Please send an original or certified copy of the resolution adopted by the governing body.

Legal Opinion Please forward the documentation to your counsel for legal review and the issuance of a legal opinion like the sample provided. The legal opinion should be on the counsel's letterhead and bear an original signature.

Insurance Please fill out the Insurance Authorization Letter and send to your insurance agent requesting the issuance of insurance certificates.

8038-G Form Please sign and date on second page. MFC will complete and file the form upon funding.

INSTALLMENT SALE AGREEMENT #18-006

This INSTALLMENT SALE AGREEMENT dated as of June 12, 2018 (this "Installment Sale") is by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the "Corporation") as seller and Channel Islands Beach Community Services District, a community services district duly organized and existing under the laws of the State of California (the "District") as purchaser.

RECITALS:

WHEREAS, the District deems it essential for the District to acquire the property described herein for its own public purposes; and

WHEREAS, it is intended that this Installment Sale be treated as a tax-exempt obligation of the District for federal income tax purposes; and

WHEREAS, the District and the Corporation agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Installment Sale and the bargain of both parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Sale. The Corporation hereby sells to the District, and the District hereby purchases from the Corporation all property (the "Property") described in Exhibit A and made a part hereof. Hereinafter, reference to the Corporation means the Corporation and the Corporation's assigns for those rights, interests and obligations that may be assigned by the Corporation.

SECTION 2. Term. The terms and conditions of this Installment Sale shall become effective upon the authorized execution of this Installment Sale by the parties hereto. The installment term of the Property purchased hereunder commences and terminates on the dates specified in Exhibit B unless the term of this Installment Sale is extended as provided in this Section. If on the scheduled date of termination of this Installment Sale the Installment Payments shall not be fully paid, or provision therefor made, then the term of this Installment Sale shall be extended until the date upon which all such Installment Payments shall be fully paid.

SECTION 3A. Representations and Warranties of the District. The District represents and warrants to the Corporation that:

(a) The District is a community services district and political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Installment Sale and to perform all of its obligations hereunder.

(b) The District's governing body has duly authorized the execution and delivery of this Installment Sale and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party or by which it or its property is bound.

(d) There is no pending or, to the knowledge of the District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the District to perform its obligations under this Installment Sale.

(e) The District has complied with all public bidding laws or provisions of the California Public Contract Code applicable to the acquisition of the Property purchased hereunder.

(f) The Property being purchased is essential to the District in the performance of its governmental functions and its estimated useful life to the District exceeds the term of this Installment Sale.

(g) Within two hundred seventy (270) days of the end of each fiscal year of the District during the term hereof, the District shall provide the Corporation with a copy of its audited financial statements for such fiscal year.

SECTION 3B. Budget and Appropriation. The District shall take such action as may be necessary to include all Installment Payments in its annual budget and annually to appropriate an amount necessary to make such Installment Payments. During the term of this Installment Sale, the District will furnish to the Corporation, if so requested, copies of each proposed budget of the District within thirty (30) days after it is filed and of each final budget of the District within thirty (30) days after it is printed. The covenants on the part of the District shall be deemed and construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Installment Sale agreed to be carried out and performed by the District.

SECTION 4. Representations and Warranties of the Corporation.
The Corporation represents and warrants to the District that:

(a) The Corporation is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) The Corporation has full power, authority and legal right to enter into and perform its obligations under this Installment Sale, and the execution, delivery and performance of this Installment Sale have been duly authorized by all necessary corporate actions on the part of the Corporation and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Corporation, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Corporation to perform its obligations under this Installment Sale.

SECTION 5. Property Acquisition. The Corporation hereby appoints the District as its purchasing agent to acquire the Property purchased hereunder and the District hereby accepts said appointment (hereinafter, the "Agency"). The Agency is limited to i) negotiation of terms, conditions and acquisition cost of acquiring the Property from suppliers and contractors (collectively, the "Supplier") selected by the District; ii) to the inspection and acceptance of the Property upon its delivery and installation; and iii) to the exercise of any rights or remedies with respect to Property warranties or guarantees. All warranties and guarantees, either express or implied, that inure to the Corporation by virtue of the Agency are hereby passed through to the District to prosecute at the District's sole discretion.

SECTION 6. Deposit of Moneys. The Corporation shall cause the deposit of the sum of \$700,000.00 (the "Installment Sale Proceeds") in an acquisition fund (the "Acquisition Fund") with Deutsche Bank National Trust Company (the "Custodian") pursuant to an Acquisition Fund Agreement by and among the Corporation, the District and the Custodian, the date of such deposit to be the commencement date of this Installment Sale (the "Closing Date"). The Installment Sale Proceeds shall be invested and disbursed pursuant to the terms and conditions of the Acquisition Fund Agreement. Any moneys that remain in the Acquisition Fund after completing the disbursements for Property costs shall be applied towards the payment or prepayment of future Installment Payments.

SECTION 7. Installment Payments. THE DISTRICT SHALL PAY TO THE CORPORATION, AS THE PURCHASE PRICE OF THE PROPERTY, INSTALLMENT PAYMENTS (the "Installment Payments") IN THE AMOUNTS AND AT THE TIMES SET FORTH IN EXHIBIT B, AT THE OFFICE OF THE CORPORATION OR TO SUCH OTHER PERSON OR AT SUCH OTHER PLACE AS THE CORPORATION MAY FROM TIME TO TIME DESIGNATE IN WRITING. Should the District fail to pay any part of the Installment Payments herein within fifteen (15) days from the due date thereof, the District shall upon the Corporation's written request, pay interest on such delinquent Installment Payment from the date said Installment Payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whatever is less. The District shall pay Installment Payments exclusively from legally available funds, in lawful money of the United States of America, to the Corporation. The obligation of the District to pay Installment Payments hereunder shall be absolute and unconditional in all events, and will not be subject to set-off, defense, abatement, reduction, counterclaim, or recoupment for any reason whatsoever.

SECTION 8. Security Interest. As security for the payment of all of the District's obligations hereunder, the District hereby grants the Corporation, its successors or assigns, a security interest in the Property, its accessions and attachments thereto and replacements thereof and substitutions therefor and all proceeds of the Acquisition Fund and all proceeds and products of any of the foregoing. The District agrees to execute such additional documents, including financing statements, which the Corporation deems necessary or appropriate to establish and maintain the Corporation's security interest.

SECTION 9. Use. The District shall use the Property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in anyway relating to the possession, use, or maintenance of the Property.

SECTION 10. Acceptance. The District shall acknowledge receipt, inspection and acceptance of the Property by executing a "Certificate of Acceptance".

SECTION 11. Corporation's Inspection. Upon forty-eight (48) hours prior notice, the Corporation shall at any and all times during normal business hours have the right to enter into and upon the District's premises where the Property is located for the purpose of inspecting the same or observing its use. The District shall give the Corporation immediate notice of any attachment or other judicial process affecting the Property.

SECTION 12. Property Selection and Ordering. The District has selected or will select the type and quantity of the Property purchased hereunder. The Corporation shall not be liable for, nor shall the validity, enforceability or effectiveness of this Installment Sale be

affected by, any delay in or failure of delivery of the Property. The District acknowledges that it is solely responsible for determining the suitability of the Property for its intended use. The Corporation shall have no duty to inspect the Property. If the Property is not properly installed, does not operate as represented or warranted by the Supplier, or is unsatisfactory for any reason, the District shall make any claim on account thereof solely against the Supplier. The District hereby assumes the risks, burdens and obligations to the Supplier on account of nonacceptance of the Property.

SECTION 13. Disclaimer of Warranty. THE CORPORATION NOT BEING THE MANUFACTURER OR SUPPLIER OF THE PROPERTY NOR A DEALER IN SIMILAR PROPERTY, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, DURABILITY, FITNESS FOR USE, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT, AND AS BETWEEN CORPORATION AND THE DISTRICT, ALL PROPERTY SHALL BE ACCEPTED AND PURCHASED BY THE DISTRICT "WHERE IS," "AS IS," AND "WITH ALL FAULTS," AND THE CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN. THE DISTRICT AGREES TO SETTLE DIRECTLY SUCH CLAIMS WITH THE SUPPLIER AND WILL NOT ASSERT ANY SUCH CLAIMS AGAINST THE CORPORATION.

SECTION 14. Alterations and Attachments. All additions and improvements that are made to the Property shall belong to and become the property of the District and part of the Property subject to the security interest of the Corporation except that separately identifiable attachments added to the Property by the District may remain the property of the District and not subject to this Installment Sale as long as (i) the attachment is paid for in full by the District and (ii) the District agrees to remove the attachment and restore the Property to substantially as good condition as when received, normal wear and tear excepted, if and when the Property may be returned to the Corporation.

SECTION 15. Relocation. The District shall provide the Corporation prior written notice of its intent to relocate the Property. The District assumes all risks of loss to the Property attendant to its movement and relocation. The Property location shall be under the District's full control for its own governmental purpose.

SECTION 16. Maintenance and Repairs. The District, at its own cost and expense, shall furnish necessary labor and materials to maintain the Property in good repair, condition, and working order. The District's obligations to maintain the Property does not relieve the Supplier of its responsibility to fully perform with respect to all applicable Property warranties and guarantees.

SECTION 17. Risk of Loss; Damage; Destruction. With the exception of acts resulting from intentional misconduct or gross negligence by the Corporation, its agents and representatives, the

District hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever. No loss or damage to the Property or any part thereof shall impair any obligation of the District under this Installment Sale, which shall continue in full force and effect.

SECTION 18. Physical Damage/Public Liability Insurance. The District shall keep the Property insured, as nearly as practicable, against risk of loss or damage from any peril covered under an "all-risk" insurance policy for not less than the replacement value thereof, and the District shall carry public liability and property damage insurance covering the Property. All said insurance shall be in form and amount and with reputable companies and shall name the Corporation as an additional insured and loss payee. The District shall pay the premiums therefore and deliver certification of said policies to the Corporation. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Corporation, that it will give the Corporation thirty (30) days' written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance, at the option of the District, shall be applied: (a) toward the replacement, restoration, or repair of the Property, or (b) toward payment of the total remaining obligations of the District hereunder; provided, however, that the District shall be responsible for the amount by which such insurance proceeds are insufficient to satisfy the cost of option (a) or option (b) above, as applicable. Should the District replace, restore, or repair the Property as set out in option (a) above, this Installment Sale shall continue in full force and effect. The District may self-insure up to specified limits as evidenced by a certificate of self-insurance in form and amount acceptable to the Corporation. Any self-insurance program in which the District is a participant shall comply with the provisions under this Installment Sale respecting cancellation and modification and payment of losses to the Corporation as its respective interests may appear. Such self-insurance shall be maintained on a basis which is actuarially sound as established by the District's risk manager or an independent insurance consultant which determination shall be made annually. Any deficiency shall be corrected within sixty (60) days of the District becoming aware of such deficiency.

SECTION 19. Liens and Taxes. The District shall keep the Property free and clear of all levies, liens, and encumbrances and shall promptly pay all fees, assessments, charges, and taxes (municipal, state and federal), including personal property taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Property, excluding, however, all taxes on or measured by the Corporation's income.

SECTION 20. Indemnity. Subject to California law concerning contribution and enforceability of indemnifications, the District shall

indemnify the Corporation against and hold the Corporation harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the selection, possession, use, operation, or return of the Property excepting that the District shall not be required to indemnify the Corporation in the event that such liability or damages are caused by the gross negligence or intentional misconduct of the Corporation, its agents or representatives.

SECTION 21. Events of Default. The term "Event of Default", as used in this Installment Sale, means the occurrence of any one or more of the following events: (a) the District fails to make any Installment Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by the Corporation; (b) the Corporation discovers that any statement, representation or warranty made by the District in this Installment Sale or in any document ever delivered by the District pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (c) the District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. Remedies. Upon the District's failure to cure an Event of Default within ten (10) days after the Corporation's written notice thereof, the District's rights under this Installment Sale shall terminate and the Corporation will become entitled to retain all Installment Payments previously paid and to declare the principal component of all remaining Installment Payments, together with accrued interest at the rate specified in Exhibit B from the immediately preceding Installment Payment date upon which payment was made, to be immediately due and payable, whereupon the same shall become due and payable. The Corporation may also pursue all of its available remedies at law and in equity including, but not limited to, the repossession and sale of the Property. No right or remedy conferred upon the Corporation is exclusive of any other right or remedy, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

SECTION 23. Non-Waiver. No covenant or condition to be performed by the District under this Installment Sale can be waived except by the written consent of the Corporation. Forbearance or indulgence by the Corporation in any regard whatsoever shall not constitute a waiver of

the covenant or condition in question. Until performance by the District of said covenant or condition is complete, the Corporation shall be entitled to invoke any remedy available to the Corporation under this Installment Sale or by law or in equity despite said forbearance or indulgence.

SECTION 24. Assignment. The District shall not (a) assign, transfer, pledge, or hypothecate this Installment Sale, the Property, or any part thereof, or any interest therein, or (b) lease or lend the Property or any part thereof except with the prior written consent of the Corporation which, in the case of leasing, shall not be unreasonably withheld; provided such leasing shall not affect the tax-exempt status of the interest components of the Installment Payments payable by the District hereunder. No such pledge, assignment, lease or any other transfer shall in any event affect or reduce the obligation of the District to make the Installment Payments due hereunder. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Corporation shall not assign its obligations under this Installment Sale with the exception of its obligation to issue default notices and its obligations pursuant to Section 28. The Corporation may assign its right, title and interest in this Installment Sale, the Installment Payments and other amounts due hereunder and the Property in whole or in part to one or more assignees or subassignees at any time, without the consent of the District. Any such assignment by the Corporation or its assigns shall comply with the requirements of Sections 5950-5955 of the California Government Code. No such assignment shall be effective as against the District unless and until the Corporation shall have filed with the District a copy of such assignment or written notice thereof. The District shall pay all Installment Payments hereunder pursuant to the direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the District. During this Installment Sale term, the District shall keep a complete and accurate record of all such assignments or notices of assignment. Subject to the foregoing, this Installment Sale inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

SECTION 25. Ownership. The Property is and shall at all times be and remain the sole and exclusive property of the District, subject to the security interest of the Corporation. The Corporation shall take all actions necessary to insure that legal title to the Property being acquired by the District hereunder, whether by the District or by a third party acting on behalf of the District, is vested in the District.

SECTION 26. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may now be or hereafter become in any manner affixed or attached to or imbedded in, or permanently resting upon, real property

or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

SECTION 27. Prepayment Option. If the District is not in default of any term, condition or payment specified hereunder, the District may exercise options to prepay this Installment Sale for not less than all of the Property in "as-is" and "where-is" condition on the specified dates and for the specified amounts set forth in Exhibit B. Each prepayment option payment specified for a particular date is in addition to the Installment Payment due on the same date.

SECTION 28. Release of Liens. Upon the District either making all of the Installment Payments scheduled herein or making a prepayment option payment, the Corporation, its successors or assigns shall cause the release of all liens, encumbrances or security interests on the Property created pursuant to the Corporation's rights under this Installment Sale.

SECTION 29. Tax Covenants.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall assure that the Installment Sale Proceeds are not so used as to cause this Installment Sale to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) No Arbitrage. The District will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Installment Sale, would have caused this Installment Sale to be an "arbitrage bond" within the meaning of Section 148(a) of the Code of the Internal Revenue Code of 1986 (as amended) (the "Code").

(d) Federal Guarantee Prohibition. The Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The Installment Sale Proceeds used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Bank Qualified. The District hereby designates this Installment Sale for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Installment Sale, has been or will be issued by the District, including all subordinate entities of the District, during calendar year 2018.

SECTION 30. Extraordinary Costs. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees (which may be the allocable cost of in-house counsel), incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

SECTION 31. Severability. If any provision of this Installment Sale shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Installment Sale, unless elimination of such provision materially alters the rights and obligations embodied in this Installment Sale.

SECTION 32. Entire Agreement. This Installment Sale and any agreements that specifically refer to this Installment Sale that are duly executed by authorized agents of the parties hereto constitute the entire agreement between the Corporation and the District, and it shall not be further amended, altered, or changed except by a written agreement that is properly authorized and executed by the parties hereto.

SECTION 33. Notices. Service of all notices under this Installment Sale shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

SECTION 34. Titles. The titles to the Sections of this Installment Sale are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 35 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as

may be reasonably required for correcting any inadequate or incorrect description of the Property hereby purchased or intended so to be or for carrying out the expressed intention of this Installment Sale.

SECTION 36. Execution in Counterparts. This Installment Sale may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

SECTION 37. Time. Time is of the essence in this Installment Sale and each and all of its provisions.

SECTION 38. Agreement Interpretation. This Installment Sale and the rights of the parties hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their authorized agents to execute this Installment Sale on the dates specified below.

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

CHANNEL ISLAND BEACH
COMMUNITY SERVICES DISTRICT
353 Santa Monica Drive
Channel Islands Beach, CA 93035

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
PROPERTY DESCRIPTION

Water meters

EXHIBIT B
INSTALLMENT PAYMENT SCHEDULE

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$84,806.54	\$59,256.54	25,550.00	647,150.89
2		84,806.54	61,419.40	23,387.14	585,117.30
3		84,806.54	63,661.21	21,145.33	520,819.48
4		84,806.54	65,984.85	18,821.69	454,174.78
5		84,806.54	68,393.29	16,413.25	385,097.56
6		84,806.54	70,889.65	13,916.89	313,499.01
7		84,806.54	73,477.12	11,329.42	239,287.12
8		84,806.54	76,159.04	8,647.50	162,366.49
9		84,806.54	78,938.84	5,867.70	82,638.26
10		84,806.54	81,820.06	2,986.48	0.00

TOTALS: \$848,065.40 \$700,000.00 \$148,065.40

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT
353 Santa Monica Drive
Channel Islands Beach, CA 93035

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ASSIGNMENT OF INSTALLMENT SALE AGREEMENT #18-006

FOR VALUE RECEIVED, MUNICIPAL FINANCE CORPORATION (the "Corporation") as assignor without recourse does hereby sell, assign, and transfer to City National Bank (the "Assignee") as assignee and its successors and assigns (i) all of its right, title and interest in and to the Installment Sale Agreement #18-006 dated as of June 12, 2018 between the Corporation as seller and Channel Islands Beach Community Services District (the "District") as purchaser (hereinafter said agreement and any supplements, amendments, additions thereof and any extension or renewals thereof is referred to as the "Installment Sale") and (ii) all moneys, sums and amounts now due or hereinafter to become due under the Installment Sale.

The Corporation represents and warrants that it has made no prior sale or assignment of any interest covered hereby; that the Installment Sale is genuine and in all respects is what it purports to be; that the Assignee shall not be liable for and does not assume responsibility for the performance of any of the covenants, agreements, or obligations specified in the Installment Sale to be kept, paid or performed by the Corporation with exception of the Assignee's obligation to issue notices upon the District's default of the Installment Sale. The Corporation further represents and warrants that as of the date this assignment is made, the Installment Sale is in full force and effect, has not been amended except as set forth in instrument delivered to the Assignee and the District is not in default of any terms thereunder.

The Corporation hereby constitutes and irrevocably appoints the Assignee the true and lawful attorney of the Corporation to demand, receive and endorse payments and to give receipts, releases and satisfactions either in the name of the Assignee or in the name of the Corporation in the same manner and with the same effect as the Corporation could do if this Assignment of Installment Sale Agreement had not been made. Within fifteen (15) days after receiving its full bargain with respect to the Installment Sale, the Assignee shall cause to be released to the District its vested interest in the Property thereto.

This Assignment of Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment of Installment Sale Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment of Installment Sale Agreement.

This Assignment of Installment Sale Agreement shall be binding upon and inure to the benefit of the parties and their respective

successors and assigns and is made in accordance with the Municipal Lease Placement Agreement dated as of January 1, 1999, as amended, entered into between the Corporation and Assignee. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees which may be the allocable cost of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, the Corporation has caused this Assignment of Installment Sale Agreement to be executed by its duly authorized agent on the date specified below.

MUNICIPAL FINANCE CORPORATION

By _____

Title _____

Date _____

ACKNOWLEDGEMENT OF ASSIGNMENT

The undersigned hereby acknowledges the assignment by MUNICIPAL FINANCE CORPORATION over to City National Bank of that certain Installment Sale Agreement #18-006 dated as of June 12, 2018 (the "Installment Sale"), entered into between MUNICIPAL FINANCE CORPORATION as seller and the undersigned as the District.

With respect to the Installment Sale, the undersigned agrees to pay, commencing with the first scheduled Installment Payment, all installments and moneys due or to become due under said Installment Sale to City National Bank, _____, and further agrees it shall have no counterclaim or offset against installments due thereunder as to said Assignee and expressly further agrees that said Assignee shall not (except for the obligations specifically set forth in the foregoing Assignment of Installment Sale) be liable for any of the obligations of the seller under said Installment Sale.

IN WITNESS WHEREOF, the District has caused this Acknowledgment of Assignment to be executed by its authorized agent on the date specified below.

Channel Islands Beach Community Services District

By _____

Title _____

Date _____

ARBITRAGE AND TAX CERTIFICATE #18-006

The undersigned hereby certifies that he/she is a duly appointed authorized agent, of the Channel Islands Beach Community Services District (the "District"), for the purpose of executing and delivering, on behalf of the District, the Installment Sale Agreement dated as of June 12, 2018 (the "Installment Sale"), by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller and the District as purchaser. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986 (the "Code"), and Treasury Regulations, Sections 1.148-1 through 1.148-11 promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are either in existence on the date of this Arbitrage and Tax Certificate or are reasonably expected to occur hereafter.

1. Under the Installment Sale, the Corporation is required to acquire the property described in Exhibit A attached to the Installment Sale (the "Property"), and to sell the Property to the District; and the District is required to purchase the Property from the Corporation by making Installment Payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth in Exhibit B to the Installment Sale.

2. On the Installment Sale issuance date, the District will receive not less than \$700,000.00 from the Corporation. Such moneys will be deposited with the District and used, together with interest earnings thereon, to pay the Property costs.

3. The District on behalf of the Corporation, will proceed to acquire and install the Property with due diligence and, based upon the provisions of the purchase contracts, delivery and acceptance of the Property is scheduled to occur on or before six months after the date hereof but in no case later than three years from the date hereof, and it is expected that all Installment Sale proceeds will be spent by such date.

4. The original proceeds of the Installment Sale plus the interest earned thereon, will not exceed by more than 5% the amount necessary for the governmental purpose for which the Installment Sale is issued.

5. No sinking fund will be maintained for the payment of the Installment Payments due under the Installment Sale.

6. The term of the Installment Sale is not longer than is reasonably necessary for the governmental purpose of the Installment Sale, and the weighted average maturity of the Installment Sale does not exceed 120 percent of the average reasonably expected economic life of the purchased Property.

7. The Property has not been, and is not expected during the term of the Installment Sale, to be sold or otherwise disposed of by the District.

8. The District and its subordinate entities (as defined in the Code) will not, in the aggregate, issue more than \$5,000,000 of tax-exempt obligations during calendar year 2018 and, thus, qualifies for the arbitrage rebate exemption provided for in Section 148(f)(4)(c) of the Code.

9. To the best of the knowledge and belief of the undersigned, the expectations of the District, as set forth above, are reasonable, and there are no present facts, estimates and circumstances which would change the foregoing expectations.

IN WITNESS WHEREOF, the party hereto has caused its authorized agent to execute this Arbitrage and Tax Certificate on the date specified below.

Channel Islands Beach Community Services District

By _____

Title _____

Date _____

CERTIFICATE OF ACCEPTANCE #18-006

This Certificate of Acceptance is issued pursuant to the Installment Sale Agreement #18-006 dated as of June 12, 2018 (the "Installment Sale") between Channel Islands Beach Community Services District (the "District") as purchaser and MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller. The District hereby acknowledges as of the date specified below, the receipt, inspection and acceptance of the Property described on Exhibit A to the Installment Sale.

The District hereby certifies that the Property has been inspected, is now in the District's possession and is in good order and repair (subject to any undischarged vendor/contractor warranty obligations). The District further certifies that no event has occurred and is continuing which constitutes, or would constitute, an event of default but for any requirement of notice or lapse of time or both.

Property Acceptance Date: _____

The District authorizes the Corporation to disburse the balance of Installment Sale Proceeds in the Acquisition Fund to the District, which shall apply such proceeds towards making future Installment Payments due under the Installment Sale. Such Installment Sale Proceeds shall be immediately yield restricted in accordance with applicable U.S. Treasury Regulations.

IN WITNESS WHEREOF, the District's authorized agent confirms the Property acceptance date above by executing this Certificate of Acceptance.

Channel Islands Beach Community Services District

By _____

Title _____

CERTIFICATE OF THE DISTRICT #18-006

The undersigned, duly authorized representative of Channel Islands Beach Community Services District (the "District") as purchaser under that Installment Sale Agreement #18-006 dated as of June 12, 2018 (the "Installment Sale") with Municipal Finance Corporation as seller, hereby certifies as follows:

1. I have been duly authorized to execute and deliver, on behalf of the District, the Installment Sale and related documents pursuant to a resolution adopted by the District's governing body, which resolution is in full force and effect and has not been amended, modified, supplemented or rescinded as of the date hereof.
2. The District has complied with all agreements and covenants and satisfied all conditions contemplated by the Installment Sale on its part to be performed or satisfied on or before the date hereof.
3. The representations, warranties and covenants of the District contained in the Installment Sale are true and correct in all material respects as of the date hereof, as if made on this date.
4. No litigation is pending or, to the best of my knowledge, threatened (either in state or federal courts) (a) to restrain or enjoin the issuance and delivery of the Installment Sale or the collection of revenues to be used to meet the District's obligations under the Installment Sale; (b) in any way contesting or affecting the authority for the execution or delivery of the Installment Sale, or the validity of the Installment Sale; (c) in any way contesting the existence or powers of the District, as such existence or powers in any way relate to the issuance of the Installment Sale or the District's obligations under the Installment Sale, or (d) could materially adversely affect the financial position of the District.
5. The Property being purchased pursuant to the Installment Sale is essential to the function of the District and is immediately needed by the District. Such need is neither temporary nor expected to diminish during the Installment Sale term. The Property is expected to be used by the District for a period in excess of the Installment Sale term.
6. The District's federal tax identification number is _____.

The meaning of the capitalized terms in this Certificate are the same as those provided in the Installment Sale.

Channel Islands Beach Community Services District

By _____

Title _____

Date _____

INCUMBENCY AND SIGNATURE CERTIFICATE

I do hereby certify that I am the duly appointed and acting Secretary/Clerk of the Channel Islands Beach Community Services District, a community services district validly existing under the Constitution and laws of the State of California (the "District"), and that, as of the date hereof, the individual named below is the duly appointed officer of the District holding the office set forth opposite his/her respective name. I further certify that (i) the signature set forth opposite his/her respective name and title is true and authentic and (ii) such officer has the authority on behalf of the District to enter into that certain Installment Sale Agreement #18-006 dated as of June 12, 2018, between the District and Municipal Finance Corporation, and all documents relating thereto.

Name

Title

Signature

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2018.

Secretary/Clerk

SAMPLE ONLY
(PLEASE PREPARE ON COUNSEL'S LETTERHEAD
AND FORWARD 1 ORIGINAL TO ADDRESSEE)

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

RE: Installment Sale Agreement #18-006 dated as of June 12, 2018 by and between MUNICIPAL FINANCE CORPORATION, (the "Corporation") as seller, and Channel Islands Beach Community Services District (the "District") as purchaser.

Ladies and Gentlemen:

I have acted as counsel to the District with respect to the Installment Sale Agreement described above (the "Installment Sale") and in this capacity have reviewed a copy of the executed Installment Sale and related documents or exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. The District is a community services district and political subdivision of the State of California (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. The District is authorized and has the power under applicable law to enter into the Installment Sale, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Installment Sale has been duly authorized, approved, executed and delivered by and on behalf of the District, and is a legal, valid and binding contract of the District enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.

4. A resolution duly authorizing the execution and delivery of the Installment Sale and related documents was duly adopted by the governing body of the District on _____ and such resolution has not been amended or repealed and remains in full force and effect.

MUNICIPAL FINANCE CORPORATION

RE: Installment Sale Agreement #18-006 dated as of June 12, 2018 by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller, and Channel Islands Beach Community Services District (the "District") as purchaser.

(Date)

Page 2

5. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge after due inquiry, threatened before any court, administrative agency, arbitrator or governmental body that challenges the authority of the District to enter into the Installment Sale or the ability of the District to perform its obligations under the Installment Sale and the transactions contemplated thereby.

This opinion may be relied upon by Municipal Finance Corporation, its successors and assigns.

Dated: _____ Very truly yours,

Please type name and title under signature.

INSURANCE AUTHORIZATION LETTER

TO: _____

Attn: _____

RE: Installment Sale Agreement #18-006 dated June 12, 2018 between the undersigned as purchaser, and MUNICIPAL FINANCE CORPORATION as seller and City National Bank as Assignee of seller.

The Insurance Requirements listed below are required to cover property described as follows:

All Property covered by Installment Sale Agreement #18-006

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. Mail this within five (5) working days to:

City National Bank
c/o Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

I. BODILY INJURY AND PROPERTY DAMAGE:

- A. \$1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage.
- B. Endorsement naming Assignee as an Additional Insured.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from the Corporation."

II. PHYSICAL DAMAGE REQUIREMENTS:

- A. All Risk Coverage for not less than the total cost of \$700,000.00.
- B. Endorsement naming Assignee as Loss Payee.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from the Corporation."

The District hereby authorizes you to provide the Corporation and Assignee with Certificates and Endorsements per the above.

Channel Islands Beach Community Services District

By _____

Date _____

ACQUISITION FUND AGREEMENT #18-006

This Acquisition Fund Agreement (this "Agreement"), dated as of June 12, 2018, is among MUNICIPAL FINANCE CORPORATION, a California corporation (the "Corporation"), CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (the "District") and U.S. BANK NATIONAL ASSOCIATION (the "Custodian").

Reference is made to that certain Installment Sale Agreement #18-006 dated as of June 12, 2018, between the Corporation and the District (the "Installment Sale"), covering the financing of a certain property described therein (the "Property"). It is a requirement of the Installment Sale that the funds for the acquisition of the Property be deposited with the Custodian hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Property costs. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings given such terms in the Installment Sale.

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby created an account to be known as the "Channel Islands Beach Community Services District Acquisition Fund" (the "Acquisition Fund") to be held by the Custodian for the purposes stated herein, for the benefit of the Corporation and the District, to be held, disbursed and returned in accordance with the terms hereof. On the Closing Date, the District has caused the amount of \$700,000.00 to be transferred to the Custodian for deposit into the Acquisition Fund.

(b) The Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from the District. The District shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, neither the Custodian nor the Corporation shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and the District agrees to and does hereby reInstallment Sale and hold harmless the Custodian and the Corporation from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of Section

53601 of the California Government Code. The custodian is hereby authorized and directed to invest and re-invest all amounts in the Acquisition Fund in the U.S. Bank Money Market Deposit Account further described in Schedule 2 attached hereto.

(c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from the Corporation, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, the District shall be solely responsible for the balance of the funds needed to complete the acquisition of the Property. Any moneys remaining in the Acquisition Fund after June 12, 2021 (the "Acquisition Period") shall be applied as provided in Section 4 hereof.

(d) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by the Corporation of the occurrence of a default or termination of the Installment Sale.

(e) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.

(f) Unless the Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the District agrees to and does hereby reInstallment Sale and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If the District and the Corporation shall be in disagreement about the interpretation of the Installment Sale, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The

Custodian shall be reimbursed by the District for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Installment Sale until a final judgment in such action is received.

(h) The Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) The District shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys, agents and employees incurred for extraordinary administration of the Acquisition Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Installment Sale, or in connection with any dispute between the Corporation and the District concerning the Acquisition Fund.

2. Acquisition of Property.

(a) Acquisition Contracts. The District will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Property, with moneys available in the Acquisition Fund. The District represents the estimated costs of the Property are within the funds estimated to be available therefor, and the Corporation makes no warranty or representation with respect thereto. The Corporation shall have no liability under any of the acquisition contracts. The District shall obtain all necessary permits and approvals, if any, for the acquisition of the Property, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to the District for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Property.

(c) Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until the Corporation has approved such requisition. Prior to disbursement from the Acquisition Fund there shall be filed with the Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or the Corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of the District (an "Authorized Representative") and by the Corporation. The District shall provide to the Corporation a Certificate of Acceptance along with the final Disbursement Request.

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in the Installment Sale, the Corporation will cause the Installment Sale Proceeds to be deposited in the Acquisition Fund. The District agrees to pay any costs with respect to the Property in excess of amounts available therefor in the Acquisition Fund.

4. Excessive Moneys in the Acquisition Fund. Following the final disbursement from the Acquisition Fund at the end of the Acquisition Period, or termination of the Acquisition Fund as otherwise provided herein, the Custodian shall, upon written instruction from the Corporation transfer any remainder from the Acquisition Fund to the Corporation or its assignee (or to the District at the Corporation's written direction) for application to amounts owed under the Installment Sale in accordance with Section 6 of the Installment Sale.

5. Security Interest. The Custodian and the District acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by the Custodian for disbursement or return as set forth herein. The District hereby grants to the Corporation a first priority perfected security interest in the Acquisition Fund, and all proceeds thereof, and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of the Custodian and the Custodian hereby agrees to hold such investments as custodian for the Corporation so that the Corporation is deemed to have possession of such investments for the purpose of perfecting the Corporation's security interest. Nothing in this Agreement shall constitute a waiver of any of the Custodian's rights as a securities intermediary under Uniform Commercial Code Section 9-206. None of the provisions of this Agreement shall require the Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties under this Agreement or in the exercise of any of its rights or powers under this Agreement.

6. Control of Acquisition Fund. In order to perfect the Corporation's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund, (iii) all of the District's rights in respect of the Acquisition Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Corporation, the District and the Custodian further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) The Custodian will comply with all entitlement orders originated by the Corporation with respect to the Collateral, or any portion of the Collateral, without further consent by the District.

(c) As of the date hereof, the Custodian hereby represents and warrants (a) that the records of the Custodian show that the District is the sole owner of the Collateral, (b) that the Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Corporation's claim pursuant to this Agreement, and (c) that the Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Custodian is obligated to accept from the Corporation under this Agreement and entitlement orders that the Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from the District.

(d) Without the prior written consent of the Corporation, the Custodian will not enter into any agreement by which the Custodian agrees to comply with any entitlement order of any person other than the Corporation or, subject to the provisions of paragraph (e) below, the District, with respect to any portion or all of the Collateral. The Custodian shall promptly notify the Corporation if any person requests the Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, the Custodian may allow the District to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of the Corporation, allow the District to withdraw any Collateral from the Acquisition Fund. The Custodian acknowledges that the Corporation reserves the right, by delivery of written notice to the Custodian, to prohibit the District from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Acquisition Fund. Further, the Custodian hereby agrees to comply with any and all written instructions delivered by the Corporation to the Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by the Corporation, the amount of any obligations of the District to the Corporation, the validity of any of the Corporation's claims against or agreements with the District, the existence of any defaults under such agreements, or any other matter.

(f) The District hereby irrevocably authorizes the Custodian to comply with all instructions and entitlement orders delivered by the Corporation to the Custodian.

(g) The Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) The Custodian and the District hereby agree that any property held in the Acquisition Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Custodian may be a party.

(i) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Corporation at its address set forth in Section 7 below, concurrently with the sending thereof to the District, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to the District with respect to the Acquisition Fund.

7. The Custodian.

(a) If, at any time, (i) there shall exist any dispute with respect to the holding or disposition of all or any portion of the Acquisition Fund or any other obligations of the Custodian hereunder, (ii) the Custodian is unable to determine its sole satisfaction, the proper disposition of all or any portion of funds held or hereunder or the Custodian's proper actions with respect to its obligations hereunder, or (iii) the Custodian has not been replaced within 30 days of the furnishing by the Custodian of a notice of termination, then the Custodian may, in its sole discretion, take either or both of the following actions:

(A) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Custodian or until a successor custodian shall have been appointed.

(B) petition (by means of an interpleader action or any other appropriate method) any court for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all funds held hereunder, after deduction and payment to the Custodian of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Custodian in connection with the performance of its duties and the exercise of its rights hereunder.

The Custodian shall have no liability to any person or entity with respect to any such suspension of performance or disbursement into court.

(b) All parties hereto acknowledge that the Custodian is not a fiduciary with respect to any asset or as to any of the parties hereto. The Custodian shall have no duty to make any evaluation or to advise anyone of the prudence, suitability, or propriety of action or proposed action in any particular transaction involving an asset or the suitability or propriety of retaining any particular investment as an asset. The Custodian shall have no duty to review, question, approve, or make inquiries as to any investment directions received under this Agreement. The Custodian shall be under no duty to review the securities or other property held in any account with respect to prudence or diversification. The Custodian shall not be liable for any loss or diminution of assets by reason of investment experience or for its actions taken in reliance upon a direction received under this Agreement. The Custodian shall have no duty to monitor or otherwise investigate the actions or omissions of any party hereto or any of their respective agents. The Custodian shall have no responsibility for the accuracy of asset valuations quoted by outside services or sources. The Custodian shall only be responsible for the performance of such duties as are expressly set forth in this Agreement and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against the Custodian. The Custodian shall have no duty to act as trustee of any assets held hereunder. The Custodian shall have no duty to act as investment manager of any assets held hereunder. The Custodian shall have no duty to render investment advice with respect to any assets held hereunder. The Custodian shall have no duty to determine, monitor, or collect any contributions to any fund held hereunder or monitor compliance with any applicable funding requirements. The Custodian shall have no duty to maintain or defend any legal proceeding in the absence of indemnification, to the Custodian's satisfaction, against all expenses and liabilities which it may sustain by reason thereof. The Custodian shall have no duty to inspect or execute any contract, declaration of trust, Installment Sale, loan agreement, note, offering memorandum, subscription agreement, or other instrument which may establish rights to income, principal, or other distributions on any asset. The Custodian shall have no duty to collect any income, principal, or other distribution due and payable on any asset if the asset is in default or if payment is refused after due demand. The Custodian shall have no duty to question whether any direction received under this agreement is prudent or contrary to applicable law; to solicit directions; or to question whether any direction received under this Agreement is unreliable or has been compromised, such as by identity theft. The Custodian shall not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war (whether declared or not and including existing wars), revolutions, insurrection, riot, civil commotion, acts of God, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, laws, regulations, orders

or other acts of any governmental authority or any other cause whatsoever beyond its reasonable control; nor shall any such failure or delay give any party hereto the right to terminate this Agreement.

(c) Custodian Fees to be paid by the Corporation as agreed on Schedule 3

8. Term of Agreement. Subject to Section 1(e), and with the exception of the covenants in Section 1(g), which shall continue until payment in full of all fees and expenses due to the Custodian, this Agreement shall remain in effect until the earlier of: (A) [the District delivers a written statement to the Custodian indicating that all applicable amounts to be paid have been remitted], (B) this Agreement is amended or terminated in writing by the parties hereto, or (C) disbursement by the Custodian of all monies held by it hereunder.

9. Miscellaneous. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Corporation: Municipal Finance Corporation
 2945 Townsgate Road, Suite 200
 Westlake Village, CA 91361
 Attn: Bill Morton
 Email: bmorton@munifinance.com

If to the District: Channel Islands Beach
 Community Services District
 353 Santa Monica Drive
 Channel Islands Beach, CA 93035
 Attn: Akbar Alikhan
 Email:

If to Custodian: U.S. Bank National Association
633 West Fifth Street, 24th Floor
LM-CA-T24T
Los Angeles, CA 90071
Attn: Ilse Vlach
Email: ilse.vlach@usbank.com

THE PARTIES HERETO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OF THE RELATED DOCUMENTS, ANY DEALINGS RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED hereunder. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity the Filing Agent may require documentation to verify its customer's formation and existence as a legal entity. The Filing Agent may also require financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

In Witness Whereof, the parties have executed this Acquisition Fund Agreement as of the date first above written.

Municipal Finance Corporation

Channel Islands Beach
Community Services District

By: _____

By: _____

Title: _____

Title: _____

U.S. Bank National Association

By: _____

Title: _____

SCHEDULE 1

FORM OF DISBURSEMENT REQUEST

Re: Installment Sale Agreement #18-006 dated as of June 12, 2018 by and between Municipal Finance Corporation and Channel Islands Beach Community Services District (the "Installment Sale")

In accordance with the terms of the Acquisition Fund Agreement, dated as of June 12, 2018 (the "Acquisition Fund Agreement") by and among Municipal Finance Corporation (the "Corporation"), June 12, 2018 (the "District") and U.S. Bank National Association (the "Custodian"), the undersigned hereby requests the Custodian pay the following persons the following amounts from the Acquisition Fund created under the Acquisition Fund Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the District, and the same is a proper charge against the Acquisition Fund for costs relating to the Property identified in the Installment Sale, and has not been paid. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which the District is, at the date hereof, entitled to retain.

(iv) The Site is insured in accordance with the Installment Sale.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Installment Sale has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Acquisition Period set forth in this Agreement.

(vii) No material adverse change in the District's financial condition shall have occurred since the date of the Installment Sale.

Dated: _____

CHANNEL ISLAND BEACH
COMMUNITY SERVICES DISTRICT

By: _____
Authorized Representative

Disbursement of funds from the Acquisition Fund in accordance with the foregoing Disbursement Request hereby is authorized

MUNICIPAL FINANCE CORPORATION

By: _____
Title: President

SCHEDULE 2

F-2004.1-1.

U.S. BANK NATIONAL ASSOCIATION MONEY MARKET ACCOUNT AUTHORIZATION FORM DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its corporate trust customers. U.S. Bank’s corporate trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions

SCHEDULE 3

**Schedule of Fees for Services as
Custodian
for**

June 12, 2018

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	\$1,000.00
CTS04050	Custodian Annual fee for the standard custodian services associated with the administration of the account. Administration fees are payable in advance.	\$1,200.00
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Smart Meter Reading and Leak Relief Policy Workshop
Item No. E-2

RECOMMENDATION:

1. Review proposed policy and provide feedback on policy terms.

FINANCIAL IMPACT: No financial impact.

BACKGROUND:

The District is currently in the project preparation stage of the Smart Meter Deployment (CI 401), which will replace every analog meter in the District's service area with new ultrasonic meters. With the new meters, District staff and customers will have the ability to access daily usage data and be notified of leaks during the billing cycle.

Given the heightened capabilities of the new meters, the District's meter reading policy and leak relief policy requires updating. The following is a summary of proposed terms to be included in the policy. Staff will incorporate feedback from the Board and into a final draft for adoption at the August 14 Board Meeting.

Read Window

Description: The earliest and latest dates that the District will use to generate a bill. Currently, the District requires three business days to manually read all 1,900 meters. The 15th of every month is

The District will use a 5-day billing window to generate a bill, with the 15th of every month being the most desirable read date. In order of priority, the billing system will seek the following read dates –

- 15th of the month
- 14th of the month
- 16th of the month
- 13th of the month

- 17th of the month

If a read is not available within the 5-day window, the trailing six-month average usage will be used to generate a bill. If no read is available on the second month, staff will undertake the following procedures in order –

- Contact the resident to make the meter accessible
- Place a doorhanger notifying resident that the meter needs to be unobstructed
- Place an artificially high usage charge on the bill to motivate resident to call the District

Leak Relief

Description: The District's current leak relief policy provides financial relief to customers who have experienced a leak during the billing cycle and have abnormally high water usage as a result. With analog meters, customers have no means of knowing if there is a leak on their property until a bill is generated. With the new smart meters, District staff and customers will be aware of the leak during the billing cycle, therefore, eliminating the need for a leak relief program.

The District will phase out the Leak Relief Program by December 31, 2019. Furthermore, each customer will only be eligible for one leak relief request during calendar year 2019.

District staff will notify customers of a leak on their property as soon as possible, but no later than three business days after a leak is detected. The means of notification will include –

- Phone call
- Email
- Doorhanger / visitation

If Staff is unable to reach the resident after two additional business days, Operations staff will shut off the water. In extreme cases, where excessive damage to personal property occurs or where a public safety hazard is present, Operations staff may shut the water off immediately.

Eye on Water Enrollment

Description: One of the key benefits of the smart meter system is the customer portal called "Eye on Water", where customers can see their daily usage be notified of any leaks or high usage. Promoting the adoption of the Eye on Water system will help customers stay engaged with their water use behavior. Therefore, the District has a vested interest in promoting the adoption of the Eye on Water system. District staff will promote the adoption of the "Eye on Water" system in the following ways –

- Any customer requesting leak relief during calendar year 2019 will be required to sign up for the "Eye on Water" system to be eligible.

- Any customer requesting to set up a special deferred payment arrangement with the District will be required to sign up for the “Eye on Water” system.
- Any customer requesting a late fee waiver for a past due bill will be required to sign up for the “Eye on Water” system.
- District staff will encourage, but not require, “Eye on Water” enrollment upon signing up for new service.



Board of Directors:

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MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: CJ Dillon, *Office Manager*
Subject: Resolution No. 18-03 for Tax Deferred Status of CalPERS Contributions
Item No. E-3

RECOMMENDATION:

1. Approve Resolution No. 18-03: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT TO TAX DEFER CALPERS MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2)

FINANCIAL IMPACT: No financial Impact to District

BACKGROUND:

On May 5, 2018, the District became a member agency of CalPERS retirement program. During the first payroll cycle in the CalPERS program, District staff was notified that a required resolution was not in the materials originally supplied to the District and needed to be adopted at the next Board Meeting.

DISCUSSION/ANALYSIS:

The District has used Nationwide Retirement for all full-time employees for 20 years and still contributes 3.46% on their behalf toward employees' 457B Deferred Compensation accounts. Nationwide is a tax deferred retirement program.

CalPERS gives their contracted members the choice to either defer the taxes on their retirement funds or pay them now. The status is selected at the agency level and must be consistent for all staff of the same agency. After a discussion with staff, it was unanimously decided to change the CalPERS retirement fund to the tax deferred status. The Board must approve Resolution 18-03 to make the CalPERS retirement funds taxed deferred and retroactively change contributions already made since early May. Resolution 18-03 is attached for Board consideration.

ATTACHMENTS:

1. Resolution No. 18-03: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT TO TAX DEFER CALPERS MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2)

RESOLUTION NO. 18-03
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT TO TAX DEFER MEMBER PAID CONTRIBUTIONS - IRC 414(H)(2)

Whereas, the Channel Islands Beach Community Services District has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

Whereas, the Board of Administration of the California Public Employees' Retirement System (CalPERS) adopted its resolution re section 414(h)(2) IRC on September 18, 1985; and

Whereas, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

Whereas, the Channel Islands Beach Community Services District has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to All Miscellaneous Members who are members of the CalPERS:

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board Community Services District, as follows:

- I. That the Channel Islands Beach Community Services District will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the CalPERS on behalf of all its employees or all its employees in a recognized group or class of employment who are members of CalPERS. "Employee contributions" shall mean those contributions to Cal PERS which are deducted from the salary of employees and are credited to individual employee's accounts
- II. That the Channel Islands Beach Community Services District shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary.
- III. That the amount of the contributions designated as employee contributions and paid to CalPERS on behalf of an employee shall be the entire contribution required of the employee by CalPERS (California Government Code sections 20000, et seq.).
- IV. That the contributions designated as employee contributions to CalPERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalPERS.
- V. That this resolution is retroactive to May 5, 2018 to cover all previous contributions.

PASSED AND ADOPTED by the governing body of the Channel Islands Beach Community Services District this 10th day of July 2018 by the following vote, to Wit:

AYES:

NOES:

ABSENT:

BY:

Ellen Spiegel, *Board President*

I, Erika Davis, Secretary to the Board of Directors of Channel Islands Beach Community Services District, hereby certify that the foregoing Resolution was introduced at a Regular Meeting of the Board of Directors of said District, held on the 10th day of July 2018, and was adopted at this meeting.

Erika F. Davis, *Clerk of the Board*



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: CJ Dillon, *Office Manager*
Subject: Bad Debt Write Off
Item No. E-4

RECOMMENDATION:

1. Approve Bad Debt Write Off from FY 2016 - 2017 to be written off in FY 2017-2018

FINANCIAL IMPACT: \$1,524.89 in uncollectable accounts.

BACKGROUND:

In October 2000, the Board of Directors adopted a District Policy for annual write-off of bad debt. This is performed at the end of every fiscal year in preparation for the District's annual audit.

DISCUSSION/ANALYSIS:

This year the District will be writing off \$1,524.89 in bad debt. The amount that is written off consists of accounts where no payment has been received for the preceding 12-month period. The District will be writing off \$1,524.89 from FY 2016-2017, but it will be recorded in the FY 2017-2018 audit. None of the \$1,524.89 in bad debt is from Harbor accounts. While these accounts will be written off by the District, they will continue to be pursued by a collection agency. This is the lowest amount the District has written off in the last 20 years.



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AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Social Media Policy Discussion
Item No. E-5

RECOMMENDATION:

1. Receive and file Social Media Policy
2. Provide feedback to staff regarding District's use of Social Media

FINANCIAL IMPACT: No financial impact.

BACKGROUND/DISCUSSION:

Over the past decade, many public agencies have augmented their outreach efforts with the aid of social media platforms like Facebook, LinkedIn, Instagram, NextDoor, and others. Social media provides another avenue for District staff to regularly communicate with residents and improve civic engagement.

Over the next several weeks, the District will be soft launching Facebook and Instagram accounts. Once these platforms are firmly established and staff has become familiar with overseeing accounts, the staff will begin to advertise the District's social media presence.

With the onset of the new social media platforms, it is necessary for the District to establish a Social Media Policy that governs appropriate behavior for both users and District staff. The attached social media policy will be available on all of the District's social media platforms.

ATTACHMENT(S):

1. Social Media Policy

Channel Islands Beach Community Services District

Social Media Policy

1. Purpose

- 1.1. This Social Media Policy (“Policy”) establishes guidelines for the establishment and use by the Channel Islands Beach Community Services District (“District”) of social media sites as a means of conveying information to members of the public. The intended purpose of District social media sites is to disseminate information from the District about the District’s mission, meetings, activities, and current issues to members of the public.
- 1.2. The District has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites and the content that is attributed to the District and its officials.

2. Definitions

- 2.1. “Social media sites” means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Twitter, Blogs, RSS, YouTube, LinkedIn, Instagram, etc. “District social media sites” means social media sites which the District establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site’s owners, vendors, or partners. District social media sites shall supplement, and not replace, the District’s required notices and standard methods of communication. “Posts” or “postings” means information, articles, pictures, videos or any other form of communication posted on a District social media site.

3. General Policy

- 3.1. The District’s official website at www.cibcsd.com (or any domain owned by the District) will remain the District’s primary means of internet communication.
- 3.2. The establishment of District social media sites is subject to approval by the General Manager or his/her designee. Upon approval, District social media sites shall bear the name and/or official logo of the District.
- 3.3. Content on District social media sites is subject to oversight by District Staff.
- 3.4. District social media sites shall clearly state that such sites are maintained by the District and that the sites comply with the District’s Social Media Policy.
- 3.5. District social media sites shall link back to the District’s official website for forms, documents, online services and other information necessary to conduct business with the District whenever possible.
- 3.6. The District’s District Staff shall monitor content on District social media sites to ensure adherence to both the District’s Social Media Policy and the interest and goals of the District.
- 3.7. The District reserves the right to terminate any District social media site at any time without notice.

- 3.8. District social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.
- 3.9. The District's Social Media Policy shall be displayed to users or made available by hyperlink.
- 3.10. All District social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
- 3.11. District social media sites are subject to the California Public Records Act. Any content maintained on a District social media site that is related to District business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure.
- 3.12. Employees representing the District on District social media sites shall conduct themselves at all times as a professional representative of the District and in accordance with all District policies.
- 3.13. All District social media sites shall utilize authorized District contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any District employee is not allowed for the purpose of setting-up, monitoring, or accessing a District social media site.
- 3.14. The District reserves the right to change, modify, or amend all or part of this policy at any time.

4. Content Guidelines

- 4.1. The content of District social media sites should only pertain to District-sponsored or District-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.
- 4.2. Content posted to the District's social media sites must contain hyperlinks directing users back to the District's official website for in-depth information, forms, documents or online services necessary to conduct business with the District, whenever possible.
- 4.3. The District shall have full permission or rights to any content posted by the District, including photographs and videos.
- 4.4. Any employee authorized to post items on any of the District's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
- 4.5. Any employee authorized to post items on any of the District's social media sites shall not express his or her own personal views or concerns through such postings. Instead, postings on any of the District's social media sites by an authorized District employee shall only reflect the views of the District.
- 4.6. Postings must contain information that is freely available to the public and not be confidential as defined by any District policy or state or federal law.
- 4.7. Postings may NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public.
- 4.8. Postings to District social media sites shall NOT contain any of the following:
 - 4.8.1. Comments that are not topically related to the particular posting being commented upon;

- 4.8.2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
- 4.8.3. Profane language or content;
- 4.8.4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;
- 4.8.5. Sexual content or links to sexual content;
- 4.8.6. Solicitations of commerce;
- 4.8.7. Conduct or encouragement of illegal activity;
- 4.8.8. Information that may tend to compromise the safety or security of the public or public systems; or
- 4.8.9. Content that violates a legal ownership interest of any other party.
- 4.9. These guidelines shall be displayed to users or made available by hyperlink on all District social media sites. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available.
- 4.10. The District reserves the right to implement or remove any functionality of its social media sites, when deemed appropriate by the General Manager or his/her designee. This includes, but is not limited to, information, articles, pictures, videos or any other form of communication that is posted on a District social media site.
- 4.11. Except as expressly provided in this Policy, accessing any social media site shall comply with all applicable District policies pertaining to communications and the use of the internet by employees, including email content.
- 4.12. All of the content on District social media sites is subject to oversight by District Staff.



Board of Directors:

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General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Agreement for Auctioneering Services
Item No. E-6

RECOMMENDATION:

1. Consider and approve agreement for Auctioneering Services

FINANCIAL IMPACT: \$5,000 in legal services, entirely offset by sale of District property. If no sale is executed, legal fees will be absorbed by FY 2018 – 2019 Operating Budget.

BACKGROUND:

At the April 10, 2018 Regular Board meeting the District declared the property at 112 Las Palmas Street to be surplus real property available for public sale. The District reaffirmed its position to move forward with the sale at the June 12 Board Meeting.

In compliance with California law, the District is preparing for the sale of property via auction. The attached agreement for Auctioneering Services will help ensure a transparent sale, a smoothly run process, and help maximize the sale value of the property.

The means and methods for disposal of real property have already been approved by previous Board action, which requires at least 30 days from the advertising date to the sale date. If approved, the following timeline will be adhered to leading up to the auction date.

Date	Event
7/20/2018	Property listed for sale by auction
7/23/2018	Soil sampling performed
8/1/2018	Sampling report published
8/23/2018	Auction date (tentative)

Staff will be responsible for all online listings of the property and erecting a physical sale sign at the property. Furthermore, staff has been in regular communication with adjacent neighbors to explain the sale process and any disturbances at the property from soil sampling.

ATTACHMENT(S):

1. Agreement for Auctioneering Services

AUCTION SERVICE AGREEMENT

This AUCTION SERVICE AGREEMENT (the “**Agreement**”), dated July 10, 2018 (the “**Effective Date**”), is entered into by and between Brian Congelliere, attorney at law (“**Auctioneer**”), and Channel Islands Beach Community Services District, a community services district formed pursuant to Government Code Section 61000 (“**Seller**”).

WHEREAS, Seller desires to sell certain real property in a public auction format and Auctioneer has agreed to auction such real property in a public auction.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Auction With Reserve. Auctioneer, on behalf of the Seller, shall sell by public auction (the “**Auction**”) the property located at 112 Las Palmas Street, Oxnard, California 93035, and all improvements, fixtures and appurtenances thereon, as further described on **Exhibit A**, attached hereto (collectively, the “**Property**”). Seller hereby grants an exclusive right to auction the Property to Auctioneer. The term of this Agreement shall begin on the date on which this Agreement is fully executed and delivered by the parties and shall continue until the earlier of one (1) year from the Effective Date, or the date on which the parties hold the Auction (the “**Auction Date**”), unless otherwise extended or terminated in accordance with the terms of this Agreement. Unless otherwise mutually agreed by the parties in writing, the Property shall be auctioned subject to acceptance by the Seller, as the Seller may determine in its sole discretion, provided that the Property receives a high bid or other offer at or exceeding the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000) (the “**Reserve Price**”). The Auction shall be held at a time and place to be selected by Auctioneer and approved by Seller. Except as may be provided in a written brokerage agreement between the broker and a party to a transaction, the Auctioneer owes no further duties or responsibilities to Seller after termination, expiration, or completion of performance of the Auction.

1. **Compensation.** Notwithstanding the failure of a buyer to purchase the Property or of Seller to sell the Property and transfer title, Seller agrees to pay to Auctioneer a fee equal to Five Thousand and No/100 Dollars (\$5,000) (the “**Auction Fee**”). Such Auction fee shall be paid as follows: Two Thousand Five Hundred and No/100 Dollars (\$2,500) shall be due and payable, earned upon receipt, to Auctioneer by Seller concurrently with the full execution and delivery of this Agreement by Seller, and the remaining Two Thousand Five Hundred and No/100 Dollars (\$2,500) shall be due and payable to Auctioneer on the Auction Date once the Auction has closed.

2. **Third Party Fees.** In addition to the Auction Fee set forth above, Seller hereby agrees to pay the following auction expenses over and above the Auction Fee: costs for auction setup, auction room reservation, marketing or advertising to be done by Auctioneer, if any, and any other third party costs associated with the Auction.

3. **Obligations; Disclaimers.** Unless otherwise expressly set forth herein, Auctioneer’s sole duty shall be to use commercially reasonable efforts to affect a sale of the Property during the term

of this Agreement, with the understanding that Auctioneer makes no warranty or guaranty in connection with whether or not the Property will be sold or exchanged hereunder or the revenues that may or may not be derived therefrom and that Auctioneer shall not be liable for any loss suffered by Seller relating to the Property or subject matter hereto including but not limited to a bidder refusing to enter into a purchase and sale agreement with Seller, failing to tender an earnest deposit or full payment, or otherwise not completing a purchase of the Property. Seller will perform all actions necessary to provide notice and any requisite disclosures to the public regarding the Property, market and advertise the Property, and to assist in the Auction.

4. **Representations and Warranties; Indemnification.** Each party represents and warrants to the other party that: (i) such party has all appropriate consents, approvals and authority to enter into this agreement, (ii) the individuals executing this agreement have authority to bind such party thereto; and (iii) such party has all appropriate licenses, permits and authorizations to the extent required by law to carry out its responsibilities set forth herein. Seller hereby agrees to indemnify and hold Auctioneer harmless from and against any and all claims, liability, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs), judgments and penalties arising out of, resulting from the Auction. Further, Seller agrees to indemnify Auctioneer from and against any claims brought by third parties against Auctioneer arising from or out of the Auction, which are in any way attributable to any acts or omissions on the part of the Seller.

5. **Miscellaneous.** The parties agree to the terms herein set forth and understand that this is a binding agreement that cannot be modified, cancelled or terminated except upon their mutual written consent, that this Agreement constitutes the sole and entire agreement of the parties relating to the subject matter hereof and that the parties have made no covenants, representations, or warranties, except as set forth herein; and this Agreement shall be binding on their heirs, personal representatives, successors and/or permitted assigns. This Agreement, and Seller's rights and obligations hereunder, may not be assigned or otherwise transferred by Seller without the prior written consent of Auctioneer. If any clause of this Agreement is determined to be unenforceable or invalid, this Agreement shall be read as though such clause was not contained in the Agreement. The captions used in this Agreement shall have no substantive effect on the interpretation hereof. This Agreement shall be interpreted according to the laws of the State of California without regard to or application of choice-of-law rules or principles. This Agreement may be signed in counterparts and a facsimile, scanned PDF or electronic version of this Agreement shall be adequate and binding. The parties intend that an independent contractor relationship be created by this Agreement. In no event will Auctioneer be deemed to be an employee of Seller. Other than the limited right to provide the terms and conditions of the sale, authorize the Auction, determine date of the Auction, authorize the acceptance of bids at the Auction, cancel the Auction, and monitor results, Seller will have no control over the performance of Auctioneer.

[signatures follow on next page]

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS, DISCLAIMERS, AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS, DISCLAIMERS, AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above:

Auctioneer:

Brian Congelliere, attorney at law

Seller:


Channel Islands Beach Community Services District, a community services district formed pursuant to Government Code Section 61000

Name: _____
Its: _____

EXHIBIT A

**APPRAISAL REPORT
SUMMARY OF SALIENT FEATURES**

Case No.
File No. 552A3-Land-2

SUBJECT INFORMATION	
Subject Address	<u>116 Las Palmas</u>
Legal Description	<u>Lot-16 Block B Portion Hollywood Beach Tract MR Book 13 Page 2</u>
City	<u>Oxnard</u>
County	<u>Ventura</u>
State	<u>CA</u>
Zip Code	<u>93035</u>
Census Tract	<u>0036.05</u>
Map Reference	<u>552 A3</u>
SALES PRICE	
Sales Price	\$ _____
Date of Sale	_____
CLIENT	
Borrower / Client	<u>Client: Channel Islands Beach Community Services District</u>
Lender	<u>N/A</u>
DESCRIPTION OF IMPROVEMENTS	
Size (Square Feet)	<u>2450sf (Vacant Land)</u>
Price per Square Ft \$	<u>0</u>
Location	<u>Res-Beach/Good</u>
Age	<u>N/A</u>
Condition	<u>Assumed Buildable</u>
Total Rooms	<u>N/A</u>
Bedrooms	<u>N/A</u>
Baths	<u>N/A</u>
APPRAISER	
Appraiser	 <u>Daniel Bone, Senior Appraiser</u>
Supervisory Appraiser	_____
Date of Appraised Value	<u>12/15/2017</u>
VALUE	
Final Estimate of Value	\$ <u>800,000</u>



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Resolution for Reserve Policy
Item No. E-7

RECOMMENDATION:

1. Review and adopt Resolution for Financial Reserve Policy

FINANCIAL IMPACT: Action officially codifies the District’s required level of minimum reserve thresholds.

BACKGROUND/DISCUSSION:

On May 14, 2018, the District received the Ventura County Grand Jury Report on Independent Special Districts. The Report contained requests for compliance for nearly all special districts throughout the County. Specifically, the District was cited for not having reserve policies readily available on the District website. A reserve policy is a written document that establishes reserve goals/targets, setting the minimum cash on hand each enterprise fund should have available.

In September 2016, the District considered and approved a Cost of Service Study and a five-year utility rate schedule. As part of the Rate Study, the District approved the following financial reserve policies.

Reserve	Recommended Policy	Water	Sewer
Operating Reserve	25% of Operating Budget	\$366,587	\$320,533
Capital Reserve	3.5% of Asset Value	\$831,255	\$1,055,367
Rate Stabilization Reserve	10% of annual Operating Budget	\$208,039	\$224,496
Debt Service Reserve	100% of annual debt service	\$393,333	\$294,791
Total		\$1,799,213	\$1,895,187

While the District has been adhering and meeting the policy since 2016, the reserve policy was never formally adopted as part of a separate resolution. The attached resolution officially codifies the District’s reserve policy. Upon approval, District staff will make the policy readily available, in compliance with the Grand Jury requirements.

Attachments:

1. Resolution for Financial Reserve Policy – Res. 18-04

Resolution 18-04

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ADOPTING A RESERVE POLICY

WHEREAS, THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT (“District”) is a Special District providing water, waste water, trash and community services to the residents of Channel Islands Beach and commercial water services to Channel Islands Harbor; and

WHEREAS, the District maintains funds in unrestricted and restricted reserve accounts for capital improvements, debt service and emergency purposes; and

WHEREAS, the District requires reserve funds to be established and maintained to fund scheduled and unscheduled expenses and to provide periodic review of funding levels to ensure reserves will be adequate to meet the needs of the District; and

WHEREAS, the District considered and approved a Cost of Service Study and a five-year utility schedule in September 2016. As part of the Rate Study, the District approved the following reserve policies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Channel Islands Beach Community Services District Reserves Policy as follows.

- 1) THAT the Operating Reserve will be comprised of 25% of the Operating Budget
- 2) THAT the Capital Reserve will be comprised of 3.5% of Asset Value
- 3) THAT the Rate Stabilization Reserve will be comprised of 10% of the Annual Operating Budget
- 4) THAT the Debt Service Reserve will be comprised of 100% of the Annual Debt Service

PASSED AND ADOPTED on this **10th day of July 2018**

AYES:

NOES:

ABTAINS:

Ellen Spiegel, Board President

Erika Davis, Clerk of the Board



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Nomination Period for Boardmember Candidates
Item No. F-1

INFORMATION:

The District regularly holds its Boardmember elections with the State and County’s General Election Schedule. Election day is scheduled for Tuesday, November 6, 2018. Prospective candidates can file between July 16 and August 10 by visiting the Ventura County Clerk’s Office and filling out the required forms.

July 16 – August 10	Nomination Period for all candidates
August 11 – August 15	Nomination Extension Period
October 8 – October 30	Vote by Mail Period
September 10 – October 23	Write in Period
October 22	Close of Registration
November 6	Election Day

Attachments:

1. November 6,2018 General Election Filling Schedule

MARK A. LUNN
Ventura County Clerk-Recorder, Registrar of Voters
Elections Division

VENTURA COUNTY
GUBERNATORIAL GENERAL ELECTION – NOVEMBER 6, 2018

FILING SCHEDULE

Nomination Period for all candidates: 07/16/18 – 08/10/18

Nomination Extension Period: 08/11/18 – 08/15/18

Vote By Mail Period: 10/08/18 – 10/30/18

Write-In Period: 09/10/18 – 10/23/18

Close of Registration: 10/22/18

Any Run-off contests from the Statewide Direct Primary Election

Offices Up For Election

(Subject to change)

SCHOOL DISTRICTS

CURRENT OFFICE HOLDERS

Kern County Board of Education
Trustee Area No. 7 (1)

Area No. 7 - Donald P. Cowan

Ventura Co. Board of Education
Trustee Area Nos. 1, 2, & 4 (1 each)

Area No. 1 - Rachel Ulrich

Area No. 2 - Marty Bates

Area No. 4 - Dean Kunicki

Allan Hancock Joint Community College
Trustee Area No. 5 (1)

Area No. 5 - Gregory Pensa

Ventura Co. Community College District
Trustee Area Nos. 1, 2, & 5 (1 each)

Area No. 1 - Stephen Blum

Area No. 2 - Dianne B. McKay

Area No. 5 - Art Hernandez

Conejo Valley Unified School District (3)

Michael Dunn

Patricia Phelps

John E. Andersen

Cuyama Joint Unified School District (2)

Tamra Cloud

Juan Gonzalez

El Tejon Unified School District (2)

Misty Johnston

Sabrina Rouser (A)

Fillmore Unified School District (3)

Scott F. Beylik

Lucy Rangel

Sean Morris

() = Number to be elected

(A) - Appointed

SCHOOL DISTRICTS

CURRENT OFFICE HOLDERS

Las Virgenes Unified School District (3)

Angela Cutbill
Dallas Lawrence
Lesli Stein

Moorpark Unified School District (2)

Robert Perez
Nathan Sweet

Oak Park Unified School District (3)

Drew Hazelton
Allen R. Rosen
Derek Ross

Ojai Unified School District (3)

Kevin Ruf
Michael Shanahan
Jane Weil

Santa Paula Unified School District (2)

Kelsey M. Stewart
Derek-Jordon Luna

Simi Valley Unified School District (2)

William Daniels
Scott Blough
Dawn Smollen (A)

Short Term (ending 12/4/20)

Ventura Unified School District
Trustee Area Nos. 1, 4 & 5 (1 each)

Mary Haffner
Velma Lomax
John B. Walker

Oxnard Union High School District (3)

Beatriz Herrera
Wayne Edmonds
Karen Sher

Briggs School District (3)

Charles E. Alvarez
Karen Schilbrack
Mindee J. Stekkinger

Hueneme School District (3)

Charles Weis
Bexy Gomez
Scott E. Swenson

Mesa Union School District (3)

Tonya Brunett
Carolyn Rodriguez (A)
Bryan Stotko

Mupu School District (2)

Ramona Uribe (A)
Korinne Bell (A)

() = Number to be elected

(A) - Appointed

SCHOOL DISTRICTS

Ocean View School District (3)

Oxnard School District
Trustee Area Nos. 2, 3 & 5 (1 each)

Pleasant Valley School District (3)

Rio School District (3)

Santa Clara School District (2)

Somis Union School District (3)

Short Term (ending 12/04/20)

SPECIAL DISTRICTS

Bell Canyon Community Services District (2)

Channel Islands Beach Community Services
District (3)

Montalvo Community Services District (2)

Short Term (ending 12/04/20)

Oxnard Harbor District (3)

Camarillo Health Care District (2)

Short Term (ending 12/04/20)

() = Number to be elected

CURRENT OFFICE HOLDERS

Richard Kennedy
Ellen Fitts
Efrain Cazares (A)

Debra Cordes
Veronica Robles-Solis
Ernie Morrison

Ron Speakman
Debra Kuske
Robert Rust

Edith Cortes
Rosa Balderrama (A)
Eleanor Torres

Deann Hobson
Lynne Peterson

Scott Mier
Lizette Cuevas-Gonzalez
Michelle Quintero
Jeffrey Ogne (A)

CURRENT OFFICE HOLDERS

Judith Lantz
Clarence Speer

Marcia Marcus
Susan Koesterer
Ellen Spiegel

David Atkin (A)
Tim Wolverton (A)
Marilyn Irkliewskij (A)

Mary Anne Rooney
Jess Herrera
Jason Hodge

Rodger Brown
Richard Loft
Thomas Doria (A)

(A) - Appointed

SPECIAL DISTRICTS

Fillmore-Piru Memorial District (2)

Short Term (ending 12/04/20)

Oak Park Municipal Advisory Council (3)

Santa Rosa Valley Municipal Advisory Council (2)

Blanchard/Santa Paula Public Library District (2)

Conejo Recreation & Park District (3)

Pleasant Valley Recreation & Park District (2)

Rancho Simi Recreation & Park District (2)

Ojai Valley Sanitary District
Div. Nos. 2, 4, & 6 (1 each)

Carpinteria Sanitary District (2)

Saticoy Sanitary District (3)

Triunfo Sanitation District (3)

United Water Conservation District
Div. Nos. 1, 2, & 3 (1 each)

Camrosa Water District
Div. Nos. 1, 2, & 5 (1 each)

() = Number to be elected

CURRENT OFFICE HOLDERS

William L. Morris III
Michael K. Duckett
Ronald Smith (A)

Drew Fontaine (A)
Alon Glickstein
Chris Chapman (A)

Mark Burley
Ruth P. Means

Tim Hicks
Laura Phillips

Ed Jones
Joe Gibson
Susan Holt

Elaine Magner
Robert Kelley

Gene Hostetler
Eduards Abele (A)

Div. 2 - John Burg
Div. 4 - John Curtis
Div. 6 - Stan Greene

Michael Modugno
Lin Graf

Teri Hernandez
James Acosta
Joe Garcia (A)

Susan Pan (A)
Janna Orkney
Raymond Tjulander (A)

Div. 1 - Edwin T. McFadden III
Div. 2 - Michael Mobley
Div. 3 - Robert Eranio

Div. 1 - Al E Fox
Div. 2 - Jeffrey Brown
Div. 5 - Terry Foreman

(A) - Appointed

SPECIAL DISTRICTS

Meiners Oaks Water District (3)

Ventura River Water District (2)

Calleguas Municipal Water District
Div. Nos. 4 & 5 (1)

Casitas Municipal Water District
Div. Nos. 1 & 4 (1)

Hidden Valley Municipal Water District
At Large (2)

CITIES

City of Camarillo – Council Members (3)

City of Fillmore – Council Members (2)

City of Moorpark – Mayor (1)
City of Moorpark – Council Members (2)

City of Ojai – Mayor (1)
City of Ojai – Council Members (3)

City of Oxnard – Mayor (1)
City of Oxnard – Council Members
City Council Districts 1, 2, 5 (Full Term) (1 each)
City Council District 6 (Short Term) (1)

City of Port Hueneme – Council Members (3)

City of Santa Paula – Council Members (3)

() = Number to be elected

CURRENT OFFICE HOLDERS

James Kentosh
Larry Harrold
Michel A. Etchart

John Curtis
Ed Lee

Div. 4 - Andres Santamaria
Div. 5 - Robert S. Blois

Div. 1 - Bill Hicks
Div. 4 - Mary Bergen

Mary Power (A)
Eddy Hartenstein

CURRENT OFFICE HOLDERS

Charlotte Craven
Jeanette McDonald
Michael Morgan

Diane McCall
Carrie Broggie

Janice Parvin
David Pollock
Mark Van Dam

John F. Johnston
Paul Blatz
William Weirick
Randy Haney

Tim Flynn
Bert Perello
Carmen Ramirez

Thomas Figg
James Hensley
Jon Sharkey

Jenny Crosswhite
Ginger Gherardi
John Procter

(A) - Appointed

CITIES

City of San Buenaventura – Council Members
City Council District Nos. – 1, 4, 5 and 6 (1 each)

City of Simi Valley – Mayor (1)
City of Simi Valley – Council Members (2)

City of Thousand Oaks – Council Members (3)

CURRENT OFFICE HOLDERS

James Monahan
Neal Andrews
Michael Tracy
Erik Nasarenko

Bob Huber
Glenn Becerra
Michael Judge

Claudia Bill-De La Peña
Andy Fox
Joel Price

() = Number to be elected

(A) - Appointed



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, July 10, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: PHWA Agenda Review
Item No. F-2

INFORMATION:

The following items are slated for consideration at the next PHWA Board Meeting. The following is not an official agenda or notice, and is subject to change.

Date: Monday, July 16, 2018

Time: 4:00 PM

Location: City Council Chambers - 250 North Ventura Road, Port Hueneme, CA 93041

Items for Consideration:

1. BWRDF Operational Report
2. Agreement for Strategic Planning Consulting Services
3. Approach to Issue Regarding Share of State Water – Verbal Report

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSD)

353 SANTA MONICA DR.,

CHANNEL ISLANDS BEACH, CA 93035

WWW.CIBCSD.COM

29 Jun. 2018

MEMORANDUM FOR OTHER CIBCSD BOARD MEMBERS, STAFF, AND INFO COPY FOR PORT HUENEME WATER AGENCY (PHWA)

FROM: Director Bob Nast

rnast@cibcsd.com

Mobile: (805) 832-9895

SUBJECT: TRIP REPORT RE: ASSOCIATION OF WATER AGENCIES (AWA) VENTURA COUNTY- LUNCHEON PROGRAM -STERLING HILLS GOLF COURSE - CAMARILLO- 27JUN 2018 -TOPIC- ASBESTOS CEMENT PIPE (ACP)

PURPOSE OF THE TRIP: To learn more about the 'economic' operation, maintenance, repair, and replacement of asbestos cement pipe (ACP), which the District and PHWA currently maintain and use in their potable water delivery infrastructure systems. The exact footage, size (diameter), pressure, location, make/model, and age are being compiled and will be listed in future correspondence. Of particular interest to the traveler were the factors which should be 'economically' driving and scheduling our potable water ACP infrastructure to include repair, refurbishment (e.g. lining), and replacement events.

1. **WHO?** (Other Travelers and Participants) CIBCSD Operations personnel: David Brock, Casey Johnson, Mark Espinosa; PHWA: Mike Oakley, Acting Water Division Manager
2. **WHAT WERE SOME OF THE MAJOR TAKE-AWAYS FROM THE PRESENTATION?**
 - a. Manufacturing of asbestos cement pipe (ACP) stopped in the USA in 1980's.
 - b. Since ACP contains greater than > 1% asbestos it's considered hazardous material (HAZMAT).
 - c. Health and Safety Issues- Intact ACP is not friable. **Asbestos** containing material that can be easily crushed, pulverized or reduced to powder when dry is referred to as **friable asbestos**. *Friable asbestos is the greatest concern* because of its potential to release fibers to the air and surrounding surfaces where it may result in human exposure. Intact and undamaged asbestos cement pipe is considered non-friable. ***Asbestos-cement pipe that it is broken, chipped, crushed or being cut is regulated as asbestos-containing material and is treated the same as friable asbestos under the law.***

- d. For safe handling and repair of ACP (not part of the presentation) please see <https://www.des.nh.gov/organization/commissioner/pip/factsheets/dwgb/documents/dwgb-6-24.pdf> for an environmental fact sheet for safe handling of ACP in New Hampshire. Will keep looking for a California version or applicable MSDS.
 - e. **Droughts cause breaks in ACP.**
 - f. pH test- lower the pH -the more degradable the ACP.
 - g. Most breaks occur in the summertime.
 - h. Softer water degrades ACP faster
 - i. If a pipe breaks once it is more likely to break again. Duration between breaks get shorter and shorter.
 - j. An example of a good ACP integrity test is a - non-evasive speed of sound-acoustic velocity test
 - k. **CAUTION**- If and when CIBCSD/PHWA decide to reline ACP using vinyl lining material to extend the life of their ACP, they need to ensure the lining material chosen does not adhere to the pipe itself- thus cracking when the pipe cracks. For an example of a MSDS like pamphlet, please see <https://www.awwa.org/Portals/0/files/legreg/documents/BuriedNoLonger.pdf>
Note: An Environmental Fact Sheet for CA (not New Hampshire) should be obtained and strictly followed.
3. **WHERE?** Sterling Hills Golf Club, Camarillo, CA
 4. **WHEN?** 27 Jun 18 @ 12:00-1:30 PM
 5. **WHAT DID THIS TRIP COST CIBCSD RATE-PAYERS?** \$45.00
 6. **RECOMMENDED ACTIONS**
 - (1) Compile a list of CIBCSD/PHWA ACP for scheduled maintenance and service life extension purposes. The list should include the following: (a) GIS location, (b) quantity (footage), (c) diameter, (d) pressure, (e) manufacturer, model/ type, and (f) date of manufacture.
 - (2) Request quotes for a non-invasive service life extension program using appropriate lining material. Note: All removal, repair, replacement, and disposition of ACP be contracted out to an OSHA/EPA qualified contractor and not performed by CIB.

Respectfully,
Bob Nast
CIBCSD Board Member
rnast@cibcsd.com